

SPECIAL WORK SESSION
6:30 to 7:30 Copeland Board Room
Rana Emmons, Auditor
Review Audit Period Ending June 30, 3007

THE VILLAGE OF DEXTER
VILLAGE COUNCIL MEETING
Monday, January 14, 2008

*******7:30pm*******

Dexter Senior Center, 7720 Dexter Ann Arbor Road

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

B. ROLL CALL: President Keough J. Carson P. Cousins
 D. Fisher J. Semifero
 J. Smith R. Tell

C. APPROVAL OF THE MINUTES

1. Regular Council Meeting Minutes-December 10, 2007
2. Regular Council Meeting Minutes-December 20, 2007

Page# 1-10

D. PRE-ARRANGED PARTICIPATION:

Pre-arranged participation will be limited to those who notify the Village office before 5:00 p.m. Tuesday of the week preceding the meeting, stating name, intent and time requirements. (10-minute limit per participant)

Dr. Sabah Rabiah- Care Response Ambulance Company

Page# 11-12

E. APPROVAL OF AGENDA:

F. PUBLIC HEARINGS

Action on each public hearing will be taken immediately following the close of the hearing

None

"This meeting is open to all members of the public under Michigan Open Meetings Act."

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G. NON-ARRANGED PARTICIPATION:

Non-arranged participation will include those in the audience not listed on the agenda that wish to speak. At the Village President's discretion, members of the audience may be called on to speak at any time. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives

H. COMMUNICATIONS:

1. FEMA-Flood Risk Information Open House
2. Washtenaw County Planning Advisory Board
3. WATS Technical Meeting 12-5-07
4. Bond Disclosure Report
5. Carlisle/Wortman - Holiday Contribution 12-2007

Page# 13-36

I. REPORTS:

1. Community Development Manager-Allison Bishop
Second Quarter-Oct. Nov. Dec. Report FY 2007-08

Page# 37-44

2. Board, Commission, & Other Reports- "Bi-annual or as needed"

Assistant Village Manager-Courtney Nicholls

Page# 45-46

Dexter Area Chamber

DHS Gordon Hall Mgmt Team Representative

Downtown Development Chair

DAFD Representative

Farmer's Market Representative

HRWC Representative

Library Board Representative

Planning Commission Chair

Parks Commission Chair

Tree Board Chair

WATS Policy Committee Representative

WAVE, Representative

"This meeting is open to all members of the public under Michigan Open Meetings Act."

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- 3. Subcommittee Reports
 - Facility Committee- None
 - Utility Committee- None

- 4. Village Manager Report

Page# 47-52

- 5. President's Report

J. CONSENT AGENDA

Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business.

- 1. Consideration of: Bills in the amount of: **\$184,617.22**

Page# 53-60

K. OLD BUSINESS- Consideration and Discussion of:

- 1. Discussion of: Main Street Bridge Project – Phase 2 Funding Update
 - Phase 2 Cost Estimates
 - Review Bridge Aesthetics
 - Guardrail

Page# 61-72

- 2. Consideration of: UMRC Development Agreement

Page# 73-106

L. NEW BUSINESS- Consideration and Discussion of:

- 1. Consideration of: Accept Fiscal Year Ending Audit June 30, 2007
 - Audit Separate in Packet

- 2. Discussion of: Ann Arbor Road Improvement Project

Page# 107-116

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3. Discussion of: Overview of Facility Committee Site Analysis and 2007 Bond Issue
Page# 117-126

4. Discussion of: Update Schulz Development meetings held on 12-19-07 and 1-2-08
Page# 127-148

5. Consideration of: Recommendation from Planning Commission to adopt amendments to Article 6, Landscaping Standards of the Zoning Ordinance
Page# 149-166

6. Consideration of: Setting a Public Hearing on February 11, 2008 to consider amendments to Chapter 46 of the Village Code of Ordinances, Snow Removal
Page# 167-172

M. COUNCIL COMMENTS

N. NON-ARRANGED PARTICIPATION

Same as item F. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.

O. ADJOURNMENT:

"This meeting is open to all members of the public under Michigan Open Meetings Act."

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DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY, DECEMBER 10, 2007

AGENDA 1-14-08
ITEM C-1

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:30 by President Pro-Tem Keough in the Dexter Senior Center located at 7720 Dexter Ann Arbor Rd. in Dexter, Michigan

B. ROLL CALL:

D. Fisher P. Cousins S.Keough
J. Semifero J. Carson R. Tell

C. APPROVAL OF THE MINUTES

Minutes of the Regular Council meeting of November 26, 2007.

Motion Carson, support Cousins to approve the minutes as presented.

Ayes: Cousins, Fisher, Semifero, Tell, Carson, Keough.

Nays: none

Motion carries

D. PREARRANGED PARTICIPATION

1. Mike Donahue-Dam Removal update

E. APPROVAL OF THE AGENDA

Motion Carson, support Semifero to approve the agenda as presented.

Ayes: Semifero, Tell, Carson, Fisher, Cousins, Keough.

Nays: none

Motion carries

F. PUBLIC HEARINGS

none

G. NON-ARRANGED PARTICIPATION:

Mark Ouimet, County commissioner reports on issues occurring at the County level.

1. Yearly budget now done and available for perusal.
2. Disaster preparedness discussion, will co-ordinate with Mrs. Dettling

Jim Smith of 7765 Forest introduces himself as candidate for trustee

Thom Phillips of 7175 Ulrich introduces himself as candidate for trustee

Brandon Bullock of 3470 Edison introduces himself as candidate for trustee

H. COMMUNICATIONS:

1. MEDC certificate of completion 11-29-07
2. redevelopment workshop
3. WCRC permit for UMRC letter 11-21-07

I. REPORTS

1. Community Development Manager- Allison Bishop
2. DAFD Representative- Semifero or Tell
union talks ongoing and productive
budget next meeting, perhaps
3. Subcommittee reports
 - i. Facility Committee- none
 - ii. Utility Committee- 12-03-07 Joe Semifero
 - iii. Mill pond planning team-Joe semifero
4. Village Manager Report
 - i. Mrs. Dettling submits her report as per packet
5. President's Report
None

note: Boy Scout Troop 442 is in attendance re: citizenship and community badge requirements

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$72,135.87

Motion Fisher, support Semifero to approve the consent agenda as presented.

Ayes: Semifero, Tell, Fisher, Carson, Cousins, Keough.

Nays: None

Motion carries

K. OLD BUSINESS-Consideration and Discussion of:

1. Discussion of : Main Street Bridge Project- Phase 2 funding update
Utility co-ordination meeting 11-27-07
2. Consideration of: UMRC Development Agreement

Meeting scheduled 12-12-07 at 4:00 Carson, Fisher, Keough

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: Filling of Vacancy- Village President

NOMINATION by Fisher, support Semifero of Shawn Keough for Village President

Ayes: Tell, Carson, Cousins, Fisher, Semifero, Keough

Nays: none

Mr. Keough now Village President pending swearing in

Mr. Keough resigns his position as trustee as per submission letter

Motion Tell, support Fisher to accept Mr. Keough's resignation

Ayes: Carson, Cousins, Fisher, Semifero, Tell, Keough

Nays: none

Motion carries

Mr. Boyle administers the oath of office to Mr. Keough and acknowledges his signature thereto.

Motion Cousins, support Fisher to extend the application period by 2 hours such that Mr. Phillips application may be considered for trustee

Ayes: none

Nays: Cousins, Fisher, Semifero, Tell, Carson, Keough

Motion fails

2. Consideration of: Filling the Vacancy of Village Trustee

NOMINATION by Keough of Jim Smith for Village Trustee

Ayes: Semifero, Tell, Carson, Fisher, Cousins, Keough

Nays: none

Mr. Smith now a Village Trustee pending swearing in

Mr. Boyle administers the oath of office to Mr. Smith and acknowledges his signature thereto.

3. Discussion of: Informal town meeting in February 08 and meeting guideline.
Meeting will be held February 7 at 7:00 p.m.

4. Consideration of: Recommendation to accept the traffic count proposal from
Midwestern Consulting at a cost not to exceed \$1,600

Motion Semifero, support Cousins to approve the recommendation to accept the traffic count proposal from Midwest Consulting at a cost not to exceed \$1,600

Ayes: Semifero, Tell, Fisher, Carson, Cousins, Smith, Keough.

Nays: none

Motion carries

5. Consideration of: Recommendation to dedicate a portion of Cambridge Drive and Preston Circle as public roads.

Motion Smith, support Cousins to postpone the consideration of this dedication as public roads pending further information.

Ayes: Carson, Cousins, Fisher, Smith, Keough.

Nays: Semifero, Tell

Motion carries

6. Consideration of: Resolution regarding the 2008 DTE tree planting grant application.

Motion Semifero, support Tell to approve the resolution re: the 2008 DTE tree planting grant application.

Ayes: Cousins, Fisher, Smith, Semifero, Tell, Carson, Keough

Nays: none

Motion carries

7. Consideration of: Resolution for the purpose of authorizing staff and the Parks Commission to contract with OHM for engineering and design services for the Community Park play court.

Motion Tell, support Semifero to accept the resolution authorizing the contract with OHM for engineering and design services for the Community Park play court.

Ayes: Smith, Semifero, Tell, Carson, Fisher, Cousins, Keough.

Nays: none

Motion carries

8. Consideration of: Recommendation from Parks Commission that a fee be established for the rental of the gazebos in the Village by nonresidents.

Motion Fisher, support Smith to accept the recommendation from Parks Commission that a fee be established for the rental of gazebos in the Village by nonresidents. (this to include that no staples be attached to the gazebo and a deposit be obtained with the application in all cases.)

Ayes: Semifero, Tell, Fisher, Carson, Cousins, Smith, Keough

Nays: none

Motion carries

9. Consideration of: Recommendation from Parks Commission that the Village apply to be a Tree City USA in 2008.

Motion Semifero, support Carson to approve the recommendation from Parks Commission to apply to be a TREE CITY USA in 2008.

Ayes: Tell, Carson, Cousins, Smith, Fisher, Semifero, Keough.

Nays: none

Motion carries

10. Consideration of: Recommendation to accept the proposal from OHM to complete the Wastewater System Modeling Services at a cost not to exceed \$15,000

Motion Tell, support Semifero to accept the proposal from OHM to complete the wastewater system modeling services at a cost not to exceed \$15,000

Ayes: Carson, Cousins, Fisher, Smith, Semifero, Tell, Keough

Nays: none

Motion carries

11. Consideration of: Recommendation to accept the 2008 meeting schedule

Motion Fisher, support Smith to accept the recommendation re: the 2008 meeting schedule.

Ayes: Cousins, Fisher, Smith, Semifero, Tell, Carson, Keough.

Nays: none

Motion carries

M. COUNCIL COMMENTS

Cousins	Victorian Christmas went very well D.P.W. to be commended re: tree set-up and leaf removal
Fisher	thanks re: meeting notices
Smith	glad to be here
Boyle	no
Semifero	no
Carson	CAP/DART meeting 12-17, will probably cancel Nov. 29 th government workshop, comprehensive county overview, copy available
Tell	no

N. NON-ARRANGED PARTICIPATION

none

O. ADJOURNMENT

Motion Cousins, support Fisher to adjourn at 9:51

Unanimous voice vote

Respectfully submitted,

David F. Boyle
Clerk, Village of Dexter

Approved for Filing: _____

DEXTER VILLAGE COUNCIL
REGULAR MEETING
THURSDAY, DECEMBER 20, 2007

AGENDA 1-14-08
ITEM C-2

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:30 by President Keough in the Dexter Senior Center located at 7720 Dexter Ann Arbor Rd. in Dexter, Michigan

B. ROLL CALL:

D. Fisher P. Cousins S.Keough
J. Semifero J. Carson R. Tell
J. Smith

C. APPROVAL OF THE MINUTES

Minutes available at next meeting

D. PREARRANGED PARTICIPATION

none

E. APPROVAL OF THE AGENDA

Motion Semifero, support Smith to approve the agenda changing K. 2 to discussion of UMRC Development Agreement as opposed to consideration of UMRC Agreement.

Ayes: Cousins, Fisher, Smith, Semifero, Tell, Carson, Keough

Nays: none

Motion carries

F. PUBLIC HEARINGS

none

G. NON-ARRANGED PARTICIPATION:

Gil Gildner of 6864 Wellington.

1. concerned about change anticipated with Comcast to 900 with digital boxes. seeks council support to oppose
2. concerned about pedestrian connectivity to Village from various sectors (Westridge and Cedars)

H. COMMUNICATIONS:

1. Pre-application meeting schedule

I. REPORTS

1. DAFD representative –Semifero and Tell update on DAFD budget 2008
2. Village Manager Report
Mrs. Dettling submits her report as per packet
- 3 Village President
met with UMRC Wednesday, the 12th

attended first DDA meeting, very interesting and informative

met Tuesday for site plan review re: proposed retail and senior rental at Grand and Baker- indicated no interest on Village's behalf

Conference call 12-19-07 with MDOT, Norfolk&Southern, Road Commission, and Pam Byrnes re: Phase 2 funding

12-19-07 meeting with Schulz development team re: Mill Creek Terrace (land at \$20 -\$30 sq. ft.) equals \$135-145 sq. ft. price for building space.

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$167,019.48

Motion Fisher, support Semifero to approve the consent agenda as presented.

Ayes: Smith,Semifero,Tell,Carson,Fisher,Cousins,Keough.

Nays: None

Motion carries

K. OLD BUSINESS-Consideration and Discussion of:

1. Discussion of : Main Street Bridge Project- Phase 2 funding update
no update
note: CAP/DART meeting 2-19-08 7:00 Dexter Township
2. Discussion of: UMRC Development Agreement
3. Consideration of: Recommendation to dedicate a portion of Cambridge Drive and Preston Circle as public roads.

postponed from 12-10-07

Motion Carson, support Semifero to approve the recommendation to dedicate a portion of Cambridge Drive and Preston Circle as public roads.

Ayes: Semifero,Tell,Fisher,Carson,Cousins,Smith,Keough

Nays: none

Motion carries

L. NEW BUSINESS-Consideration of and Discussion of:

NONE

M. COUNCIL COMMENTS

Cousins	Mill Pond meeting pending- gathering info Happy holidays
Semifero	attended parks meeting 12-18-07, CIP projects b-ball court & parking
Carson	Happy Holidays
Boyle	Happy Holidays
Smith	Happy Holidays
Fisher	packet timing issues, a topic for retreat good job re: snow removal
Tell	good snow removal

N. NON-ARRANGED PARTICIPATION

none

O. ADJOURNMENT

Motion Fisher support Carson to adjourn at 10:03
Unanimous voice vote

Enthusiastically submitted,

David F. Boyle
Clerk, Village of Dexter

Approved for Filing: _____

AGENDA 1-14-08
ITEM D-1

Care Response Ambulance
2866 Golfside Drive
Ann Arbor, Michigan, 48108
(734) 434-6786

January 7, 2008

Dexter Village Council

Dear Members of the Council,

Care Transport, Inc. has been serving the Washtenaw County area for 17 years, providing excellent and affordable transportation services for disabled individuals. During that time, we recognized the need for additional countywide services that would provide options to county residents. The result was the formation of Care Response Ambulance service.

Care Response Ambulance service will provide Basic Life Support (BLS) stretcher transport services to complement existing transportation programs and fill in the gaps of need within the county. We foresee that the primary users of Care Response Ambulance service will be individuals without insurance or those living on a fixed or low income. Local municipalities will not be charged any fees for local residents' services.

The service will not at this time provide Advanced Life Support (ALS) services, but offers a 24-hour, 7 day-per-week, reserved ride and on-call service to those who need other stretcher transports. All ambulance staff are licensed Emergency Medical Technicians (EMT) who are nationally and state approved. Ambulances are equipped with all required medical supplies and communication systems.

The Washtenaw /Livingston Medical Control Authority requires that we provide a letter of support from each municipality in which we provide service. Therefore, we are asking that you place this on your next agenda to provide a letter of permission for Care Response Ambulance to begin providing service in your area. Our main office is going to be located in Ypsilanti Township.

Thank you for this opportunity to serve you. If you have any questions, Please call (734)434-6786 or my cell (734)216-4231

Regards,



Sabah Rabiah, BSc, MSc, PhD



FEMA

AGENDA

1-14-08

ITEM

H-1

Mayor Jim Seta
Village of Dexter
8140 Main Street
Dexter, MI 48130

Dear Mayor Seta:

In partnership with the Michigan Department of Environmental Quality (MDEQ), we recently contacted Ruth Ann Jamnick, the Supervisor of Ypsilanti Township, to schedule a public Flood Risk Information Open House for the communities in Washtenaw County, Michigan. The purpose of the Open House is to present updated flood risk data and provide information that you and other local officials, as well as your citizens, will find important for making sound risk management decisions. We recently mailed you copies of the preliminary revised Flood Insurance Study (FIS) and revised Flood Insurance Rate Maps (FIRMs) identifying flood risk in Washtenaw County. The flood risk data included in the FIS and FIRM form the basis of participation in the National Flood Insurance Program (NFIP). We would also like to meet with you and other local officials from within Washtenaw County before the Open House to briefly explain our mapping process and discuss your continued NFIP participation and seek your comment on the preliminary digital maps.

The Open House has been scheduled for Wednesday January 30th 5:00-7:00 pm. in the board room at the Ypsilanti Township Hall located at 7200 S. Huron River Dr., Ypsilanti, MI. The community official meeting before the Open House will be from 2:00 to 4:00 p.m. at the same location.

During the Open House, our staff will be available to address mapping and insurance issues and flood protection standards established by the NFIP. The MDEQ will have representatives in attendance to address regulatory requirements and state programs. We will have information on mitigation techniques for homeowners to help reduce future flood damage. Your floodplain and/or building and zoning staff and engineers are encouraged to participate with us to present information and answer questions on your own flood protection permit requirements. If your community has Geographic Information Systems (GIS) staff, we also encourage them to attend and bring their laptops to help residents reference the flood hazard maps in their neighborhoods. Also, if you know of any local insurance agents who may like to attend and staff a flood insurance table, we would appreciate you making that contact.

The 2:00 p.m. community official meeting is intended to provide information specifically for local elected officials, building and code enforcement, and GIS staff. We will discuss the use of the new data, NFIP participation, and the timetable for the new maps to become effective.

The evening Open House will be of particular interest to those living in or near areas of special flood hazards, realtors, insurance agents, developers, and representatives of lending institutions. We also welcome members of the media and elected officials to the Open House. We encourage you to publicize the Open House so these individuals are notified of the event. Enclosed is a sample news release that you may use as an example to publicize the Open House. It would also be helpful to post a copy of the news release in your local newspaper, in your local library, on your community website, on cable television, in the community offices, the local post office and to distribute it to relevant organizations in your community. Your phone calls to local lender, realtor, and insurance firms will help assure a good turnout.

The Open House meeting room will be of sufficient size to comfortably handle several dozen people, both sitting in chairs listening to short presentations, and milling around and observing tabletop displays on floodplain mapping, flood insurance, floodplain management techniques adopted into local regulations, mitigation techniques to reduce future flood damage, and emergency management.

Participation in the NFIP will require that your community adopt the new flood risk data into appropriate flood protection regulations by the time the new FIRM goes into effect. We suggest that you or your staff thoroughly review the preliminary FIRM and FIS prior to the Open House, so that you may voice any questions or concerns to us.

We thank you for taking a special interest in the NFIP and look forward to your participation in the Open House and pre-open house meeting. If you have any questions prior to January 30th, please contact Maxine Kinikin at 312-408-5220. Thank you very much for your assistance and cooperation.

Sincerely,

A handwritten signature in black ink that reads "Terry Reuss Fell". The signature is fluid and cursive, with the first name "Terry" being the most prominent.

Terry Reuss Fell, Chief
Hazard Identification and Risk Assessment Branch



FEMA

Press Release

January 15, 2008

Contact:

Cat Langel, (312) 408-5324

Jean Baker, (312) 408-5515

Washtenaw County Flood Risk Information Open House Scheduled

General public invited to find out more about floodplain management in their community

CHICAGO – Representatives from the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) will be hosting a Flood Risk Information Open House on Monday, January 30th, from 5:00 p.m. to 7:00 p.m. at the Ypsilanti Township Hall in the board room, 7200 S. Huron River Dr. Ypsilanti, MI. The Open House will provide county residents with an opportunity to review a recently completed preliminary Flood Insurance Study (FIS) and its accompanying preliminary Flood Insurance Rate Maps (FIRMs).

The FIS and the FIRMs provide base flood information, delineate areas subject to significant flood hazards within the county, and offers information public officials may use when permitting development in the floodplain.

The Open House will be staffed with representatives from various local, state and federal agencies, who will provide the most current information about flood risk, flood insurance, floodplain development regulations, and the process for floodplain mapping within Washtenaw County. The newly prepared preliminary floodplain maps will be on display. Once the maps become effective, these maps will be used by floodplain permit officials, builders and developers, lenders, realtors, insurance agents, and the general public to determine flood risk, develop mitigation measures, and encourage wise and responsible risk management decision-making.

Property owners, realtors, lenders, and insurance agents are urged to attend and take advantage of this opportunity to learn more about flood risk and hazard mitigation within their community. For more information, contact Maxine Kinikin at 312-408-5220.

FEMA manages federal response and recovery efforts following any national incident, initiates mitigation activities and manages the National Flood Insurance Program. FEMA works closely with state and local emergency managers, law enforcement personnel, firefighters and other first responders. FEMA became part of the U.S. Department of Homeland Security on March 1, 2003.

###



FEMA

Flood Risk Information Open House

Washtenaw County Residents ARE YOU AT RISK?

- Devastating floods occur throughout the U. S. every year causing more than \$2 *billion* in damage
- You have a 26% chance of experiencing a flood during the life of a 30-year mortgage compared to a 9% chance of a fire
- Floods and flash floods occur in all 50 states!
- Losses due to flooding are not covered under most homeowners or business policies...

Find out your risk... By attending this important Flood Risk Information Open House, you will have the opportunity to locate your home on the soon to be published Flood Insurance Rate Maps, and obtain valuable information on flood insurance coverage offered through the National Flood Insurance Program. On hand will also be representatives from your local community, Michigan Department of Environmental Quality, and the Federal Emergency Management Agency, who will address any questions you may have and provide you with *ways you can protect your home and loved ones from future flooding.*

PLEASE JOIN US!

Wednesday, January 30th
5:00-7:00 p.m.

Ypsilanti Township Board Room
7200 S. Huron River Dr.
Ypsilanti, MI





**Washtenaw County
Planning Advisory Board**

AGENDA 1-14-08

ITEM H-2

2008 MEETING SCHEDULE

**Washtenaw County
Planning Advisory Board**

Pursuant to Act 267, Public Act of Michigan, notice is hereby given by the Washtenaw County Department of Planning and Environment that the regularly scheduled meetings of the Planning Advisory Board will be held:

705 N. Zeeb Road
Lower Level MSU/Extension Conference Room

On the fourth (4th) Monday of every month at 6:00 p.m.
(*unless otherwise noted)

Meeting Dates:

January 28
February 25
March 24
April 28
May 19*
June 23
July 28
August 25
September 22
October 27
November 24
December 22

Patricia Denig, Director
Planning Services Division

The County of Washtenaw will provide the necessary auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon seven (7) days notice to the county of Washtenaw. Individuals with disabilities requiring auxiliary aids or services should contact the County of Washtenaw by writing or calling the following: Human Resources; 220 North Main Street; P.O. Box 8645; Ann Arbor, Michigan 48107-8645. Phone (734) 222.6800, TDD (734) 994.1733

BACKGROUND

In the Charge and Duties passed by the BOC in establishment of the PAB, the two of the Charges are:

- To facilitate the cooperation and collaboration of the Planning and Environment Department with other county departments or agencies, especially those whose responsibilities affect planning issues
- To facilitate the cooperation and collaboration of Washtenaw County with other municipalities

While there are many occasions in which planning issues may come under discussion, ensuring there is representation from local municipalities and agencies through membership on the PAB provides a regular and ongoing opportunity for cooperation and collaboration as planning issues come under discussion, whether introduced by a PAB member, referred to the PAB by the BOC or administration, or brought forward by the public. Examples might include County implementation of the comprehensive plan, response to pending state legislation, or the effect of an apparently unrelated county policy on planning issues.

PROCEDURE

1. Membership is defined in the amended PAB Bylaws, with specific details around terms referenced in the most current BOC Resolution showing adoption of the amended Bylaws and Resolutions for annual appointments to the PAB.
2. Public Notice for General Public-At Large membership will be posted in by the Washtenaw County Clerk's Office in newspapers of general circulation in the County of Washtenaw.
3. Regional Group and Agency nominations will be forwarded to the BOC for confirmation. The following general criteria should be considered by the all Regional Groups and Agencies when nominating individuals for PAB representation:
 - a. Demonstrates a solid understanding of planning policies and issues,
 - b. Provides decision making authority or a direct link to decision makers as it relates to planning and land use decisions,
 - c. Commits to viewing and addressing issues from a regional perspective,
 - d. Ensures information and communication flows between represented regional group or agency and the PAB,
 - e. Attends and participates in all scheduled PAB and assigned subcommittee meetings on a regular basis

4. Once appointed and/or confirmed by the BOC, new PAB members will be sworn in at the next regularly scheduled PAB meeting
5. All new members will be scheduled for an orientation session with the Planning Services Director and PAB Chair to provide the necessary background and understanding of the PAB Charges and Duties as well as actions to date.

Planning Advisory Board
Charge and Duties

Charge:

- To advise and make recommendations to the BOC and Administration on planning issues
- To implement BOC policies through discussion and development of planning initiatives
- To facilitate the cooperation and collaboration of the Planning and Environment Department with other county departments or agencies, especially those whose responsibilities affect planning issues
- To facilitate the cooperation and collaboration of Washtenaw County with other municipalities
- To support staff and the BOC in fulfilling planning responsibilities as mandated by Michigan law

Duties:

- To review staff responses to township master plan reviews and recommend position to the BOC
- To support staff work on regional plans and assist in communication with the BOC on County responses
- To support staff and the county community in completing the County basic development (comprehensive/master) plan, soliciting public comment, and presenting it to the BOC for approval
- To monitor updates of the County comprehensive plan through continued dialogue with all units of government in Washtenaw County
- To facilitate educational efforts and service to municipalities by review of staff documents, suggestions for initiatives, convening and participation in workshops and regional or countywide meetings
- Coordinate with regional and statewide planning organizations
- To communicate with neighboring counties on planning issues
- To assist in regular presentations to the BOC on planning policy issues
- To review and advise the BOC on proposed ordinances or ordinance amendments affecting planning issues
- To comment upon and forward to the BOC Historic District Commission reports
- To represent planning issues on Boards and Commissions as designated by the BOC
- To integrate planning activities of all County departments and County agencies through policy-level discussions and initiation of joint projects
- To assist and advise the BOC on review of County plans for specific related issues, for example the Consolidated Housing Plan, prior to BOC adoption and approval
- To consider and comment upon the effects of any County policies on planning issues and vice versa

Approved on March 19, 2003
Resolution Number: 03-0055

BYLAWS
Planning Advisory Board
Washtenaw County

ARTICLE I - ESTABLISHMENT, AUTHORITY, AND CHARGE

The Planning Advisory Board was established by the Washtenaw County Board of Commissioners by Resolution 02-0175 of September 18, 2002, with supplementary information in Resolution 02-0192 of October 16, 2002. The Charge and Duties (appended to this document) assigned to the Planning Advisory Board by the Board of Commissioners was also appended to Resolution 02-0175. The Planning Advisory Board is not a statutory county planning commission as defined under MCL 124.101 *et seq.*, but was established as an advisory board to the Board of Commissioners. It has no budgetary or supervisory powers.

ARTICLE II - MEMBERSHIP

1. Membership and terms of members are defined in Resolution 02-0175 as follows:

3 Commissioners (Board of Commissioners)	2 years concurrent w/terms of office
Economic Development representative	1 year
Transportation representative	1 year
Community Development/Urban County representative	1 year
Chelsea Area Planning Team/Dexter Area Regional Team Regional Group representative	1 year
Milan Organizational Region for Excellence Regional Group representative	1 year
Saline Sustainability Circle Regional Group representative	1 year
Southwest Washtenaw Council of Government Regional Group representative	1 year
Washtenaw Metro Alliance Regional Group representative	1 year
3 At-large (Public)	3 years
Ex-Officio Members (without vote):	
Board of Public Works representative	
County Drain Commissioner	
Parks and Recreation Commission representative	
Workforce Development Board representative	

2. All members are appointed by the Chair of the Board of Commissioners and confirmed by vote of the BOC. Representatives of other Agencies, Boards and Commissions are nominated by their respective boards for annual reappointment. Representatives from the five regional groups should be elected or appointed officials from a local government council/board or planning commission who ideally can make the link between planners and decision-makers. At-Large (Public) should reflect one representative from a rural/agricultural area, one representative from an urban city/village area, and one not specific to a region but with preference given to an individual representing an area not currently served by a regional group. Upon resignation of a member, the Chair shall notify the Board of Commissioners, who will appoint a member to fill the remainder of the unexpired term.

ARTICLE III - OFFICERS

1. The officers of the Planning Advisory Board (the Board) and their duties shall be as follows:

- A. Chair: the Chair shall preside at meetings of the Board and shall determine placement of items on the agenda, in accordance with these bylaws and in consultation with the Director of Planning and Environment or designee. The Chair shall also review the minutes of each meeting prior to their publication and sign the minutes.
- B. First Vice-chair: the First Vice-chair shall preside at meetings in the absence of the Chair. If the Chair is to be absent for an extended period of time, the First Vice-chair shall assume all the duties of the Chair upon notification by the Chair of his or her expected absence or upon death or resignation of the Chair. The First Vice-chair may also carry out certain duties as requested by the Chair.
- C. Second Vice-chair: the Second Vice-chair shall call the roll and certify the presence or absence of members at each meeting. She or he will maintain attendance records in cooperation with staff. The Second Vice-chair shall also review the minutes of each meeting prior to their publication. In the absence of both the Chair and the First Vice-Chair, the Second Vice-chair shall preside at meetings. The Second Vice-chair may also carry out certain duties as requested by the Chair.
- D. Temporary Chair: in the event that a quorum is present at a scheduled meeting but the Chair, First Vice-Chair, and Second Vice-chair are absent, the members of the Board shall, as their first order of business, elect a temporary chair to preside over that meeting. The position and any powers of the temporary chair shall expire when the meeting concludes.

2. Officers shall be elected annually at the February meeting of the Planning Advisory Board. A nominating committee of 3 members shall be appointed by the Chair in November of each year. The committee will present a proposed slate at the January meeting. Nominations for each office shall also be entertained from the floor and each officer elected by a majority of members appointed and serving (8). All officers shall be appointed members of the Planning Advisory Board. All officers shall retain their rights and privileges as members of the Board, except that the Chair may not bring motions to the floor.

ARTICLE IV – MEETINGS AND AGENDAS

1. Business meetings of the Planning Advisory Board (the Board) shall be held monthly. An annual meeting calendar shall be adopted in December of each year and the time and place of the meetings shall be posted with the County Clerk in accordance with the Open Meetings Act. The annual calendar may be amended at any regular meeting by a majority vote of the members appointed and serving. Members receive compensation for attending meetings as detailed in Section 8.

2. Members shall attend regular business meetings. If circumstances require a member to miss a meeting, he or she shall notify the Planning and Environment staff of a planned absence. An excused absence shall be granted by the Chair upon such notification. If a member has two

consecutive unexcused absences, the Second Vice-chair shall notify the Chair, who shall notify the Board of Commissioners.

3. Special meetings of the Board may be called by the Chair with 3 days notice by telephone or mail. Electronic mail may be used for preliminary notice but confirmation that the member has received the notice is required. The business transacted at the Special Meeting shall be limited to the items announced in the notice. Special meetings shall not be used to replace the regular business meeting. Notice to the public shall be given of all special meetings by posting through the County Clerk. Members are expected to make every attempt to attend a special meeting. Members shall be compensated for attendance as detailed in Section 8.

4. Working session meetings to discuss special topics or hear presentations may be held at the discretion of the Chair and with a consensus of the Board. No business shall be transacted at a working session. Members are not required to attend working sessions but shall be compensated for attendance as detailed in Section 8.

5. A quorum of the Board shall consist of a majority (8) of the members appointed and serving. A quorum shall be required in order to conduct business at any meeting. If a quorum is not present, members of the Board may hear reports and exchange information but shall not take action on behalf of the Board.

6. Agendas

A. The order of business on the agenda for regular business meetings shall be as follows:

- I. Call to order and roll call
- II. Approval of the minutes of the previous meeting
- III. Approval of the agenda
- IV. Public Comment
- V. Report of the Chair
- VI. Report of the Director of Planning and Environment
- VII. Old Business
- VIII. New Business
- IX. Committee Reports
- X. Other Items for Discussion
 - a. Public Policy News
- XI. Future Agenda Items
- XII. Public Comment
- XIII. Adjourn

B. Agendas for Board meetings shall be prepared by the Director of Planning and Environment or designee in consultation with the Chair. They will include the time, place and date of the meeting.

C. Any Board member may request to have items placed on the agenda. Agenda items may also be proposed from the floor during approval of the agenda, if accepted by a majority vote of Board members present.

- D. Each person representing a group or organization is entitled to 5 minutes to speak during the allotted time for public comment; individual members of the public may speak for 3 minutes. Time may not be assigned by one individual to another. Board members shall not question members of the public or engage in dialogue with them unless specifically permitted by the Chair.
- E. Board members may address the Board on any related subject under item IX, Other Items for Discussion, including information from other organizations, announcements, and suggestions for future topics of discussion.
- F. Agendas shall be sent to Board members by mail, facsimile, or electronic mail so that Board members have them in hand at least 4 days before the meeting.

7. Minutes

Minutes of all meetings shall be prepared by staff and signed by the Second Vice-chair. They shall be retained as a record of Planning Advisory Board decisions and activities and shall be forwarded to the County Clerk for inclusion in Board of Commissioners Special Committees reports. The minutes of the previous meeting shall be included with Planning Advisory Board agendas and approved by a majority vote of Board members present at the meeting.

8. Compensation

Board members shall receive \$25 per diem and round-trip mileage for each business meeting, including special meetings and working session meetings. Attendance is as per the roll call certified by the Second Vice-chair. Compensation shall not be paid for committee or ad-hoc meetings.

ARTICLE V – PARLIAMENTARY RULES

1. Robert's Rules of Order shall govern the conduct of meetings except where they conflict with these bylaws, resolutions of the Board of Commissioners, or laws of the State of Michigan.
2. If a quorum is present, procedural motions shall be approved by a majority of the votes of the Board members present. These include approval of minutes, approval of agenda, motions to accept reports, to table a motion, and to adjourn. Procedural motions may be approved by voice vote; however, any member may request a roll call vote.
3. On a tie vote, a motion requiring a majority vote for adoption is lost, since a tie is not a majority. The presiding officer, if a member of the assembly, can (but is not obliged to) vote whenever his/her vote will affect the result--that is, he/she can vote either to break or to cause a tie; or, in a case where a two-thirds vote is required, he/she can vote either to cause or to block the attainment of the necessary two thirds. The presiding officer cannot vote twice, once as a member, then again in his/her capacity as presiding officer. In an appeal from the decision of the presiding officer, a tie vote sustains the presiding officer's decision, even though his/her vote

created the tie, on the principle that the decision of the presiding officer can be reversed only by a majority.

4. Motions to elect officers, approve resolutions, establish committees, make recommendations to the Board of Commissioners, or other substantive action shall be approved by a roll call vote of a majority of the members appointed and serving (8).

5. No proxy votes shall be accepted, and all members present at the meeting shall vote on all motions unless the member in question can present a reason that they are unable to vote without a conflict of interest. If a member does disclose a conflict of interest, she or he shall not participate in discussion of that item.

6. The Chair shall recognize members to speak and members shall address the Chair during discussion. No motion to limit debate on a motion (call the question) shall be accepted if any member has not spoken on a motion and wishes to speak.

ARTICLE V - COMMITTEES

1. Standing committees may be created by the Planning Advisory Board to perform a continuing function.

A. The committee shall be created by a resolution, approved by a majority of Planning Advisory Board members appointed and serving, and which includes a charge to the committee. Standing committees remain in existence until abolished by a vote of the Board.

B. Membership of standing committees shall include at least 2 appointed members of the Planning Advisory Board. Additional members of the committee may be appointed who are not members of the Board. A standing committee shall be chaired by a member of the Board. Appointments to standing committees shall be made by the Chair with the concurrence of the Board. The term for all appointments to standing committees shall be one year, ending in January of each year.

C. Members of standing committees receive no compensation.

D. Standing committees shall provide a report at least annually to the Planning Advisory Board, and may send correspondence to the members of the Board at any time.

2. Special committees may be established by the Planning Advisory Board for a specified task. The establishment and appointment of special committees shall follow the same rules as those for standing committees, except that special committees terminate when the task is finished, as with the issuance of a report. The Chair may state a fixed period of operation of a special committee, e.g. three months.

ARTICLE VI - AMENDMENTS

Approved By PAB on November 26, 2007

Approved By BOC on December 5, 2007

Resolution Number: 07-____

These Bylaws may be amended by a two-thirds majority (9) of the members appointed and serving of the Planning Advisory Board. Any member may propose amendments to the Bylaws.

These Amended Bylaws were approved at a meeting of the Planning Advisory Board on November 26, 2007.

Approved by the Board of Commissioners on December 5, 2007.

Memorandum

AGENDA 1-14-08

ITEM H-3

OHM

Engineering Advisors

Date: December 11, 2007

To: Donna Dettling, Village Manager

CC: Jim Carson, WATS Policy Committee Representative

From: Christine A. Cale, P.E.

Re: WATS Tech Committee Meeting Summary – December 5, 2007

Donna-

I attended the December WATS Technical Committee meeting on December 5, 2007 from 9:30am – 10:30am on behalf of the Village of Dexter. It was a brief meeting and the agenda is attached. A couple of items were discussed that may be of interest to the Village and I have noted them below:

- WATS completed the Draft County Transit Plan, and is looking for review and comment by December 14. It can be found online at www.miwats.org/transit/docs/transit_plan_12_07.pdf. Also as noted previously, a survey is being completed as part of the plan that they encourage the public to take. The survey is online and can be found at their website, www.miwats.org/transit/transit.htm.
- The draft of the WATS Transportation Profile 2006 was distributed for review and comment. Comments are due back January 4, 2008.
- The policy change regarding ROW and Preliminary Engineering to be eligible for Federal-Aid funding was briefly noted. No action was taken at the Policy Committee last month. It is expected that it will be addressed this month. It appears that some support still exists for the policy. As a reminder, the supported wording for the policy change is noted below:

"The use of STP Urban, STP Rural or TEDF-D funds may only be used for the purchase of Right of Way not to exceed 15 percent of the total construction cost estimate and/or used for Preliminary Engineering not to exceed 10 percent of the total construction cost estimate when the construction of the project is already committed using funding other than these sources. This committed funding would be from federal, State, local or private sources. This policy will be reviewed annually or at the request of the WATS Executive Director or a local member. This policy will have a September 30, 2010 sunset with all projects currently allocated funding being implemented under this policy even if the construction has not been completed."

- The Draft 5-yr Transportation Program is available on MDOT's website for comment at http://www.michigan.gov/mdot/0,1607,7-151-9622_11045_12719---,00.html
- I gave a brief update to the committee on the status of the transportation projects (Dexter-Ann Arbor Rd and Main St Ph II) upcoming in the Village.

The next Tech Committee meeting will be in February, as it was decided not to have a January Technical Committee due to the first Wednesday falling on January 2, 2008, the day after a holiday.

AGENDA 1-14-08

ITEM H-4

Village of Dexter, Michigan 252248

Debt Statement

Debt by Issue
(December 31, 2007)

<u>Date</u>	<u>Issue</u>	<u>Security/ Revenue Support</u>	<u>Final Maturity</u>	<u>Interest Spread</u>	<u>Principal Amount Outstanding</u>
1994	Downtown Development Authority Bonds	LT/Tax Incrm.	5/1/09	7.10%	\$ 70,000
1998	General Obligation Bonds, Public Improvements	LT/Rates	10/1/12	4.80-5.00%	245,000
1998	Special Assessment Bonds, Public Improvements	LT/SA	10/1/12	4.80-5.00%	300,000
1999	USDA Rural Development Loan, Water	REV	10/1/34	4.375%	2,112,000
2000	USDA Rural Development Loan, Series A, Sewer	REV	10/1/36	5.00%	1,401,402
2000	USDA Rural Development Loan, Series B, Sewer	REV	10/1/37	4.375%	1,216,000
2001	Downtown Development Authority Bonds	LT/Tax Incrm.	5/1/20	4.50-5.375%	765,000
2001	Installment Note	LT	5/28/08	5.05%	36,491
2002	Public Improvements Refunding	UT	5/1/17	3.00-4.20%	1,310,000
2006	Capital Improvement Bonds	LT	5/1/27	4.00-4.40%	1,700,000
Total					<u>\$ 9,155,893</u>

Sources: Municipal Advisory Council and the Village

Debt Limitation
(December 31, 2007)

2007 State Equalized Valuation	\$ 260,805,100
	<u>X 10%</u>
Legal Debt Limit	\$ 26,080,510
Direct General Obligation Debt	\$ 9,155,893
Less: Special Assessment Bonds	300,000
Less: Revenue Bonds	4,729,402
Direct Debt	<u>\$ 4,126,491</u>
Debt Limit Margin	<u>\$ 21,954,019</u>

Source: Village

Property Valuations

<u>Year</u>	<u>State Equalized Valuation</u>	<u>Taxable Valuation</u>
2007	\$ 260,805,100	\$ 218,278,470
2006	250,296,500	206,580,574
2005	225,639,300	185,859,528
2004	208,126,100	167,628,471
2003	188,795,800	147,571,908
2002	150,454,700	125,485,467

Source: Washtenaw County

Tax Base Composition

A breakdown of the Village's State Taxable Valuation by use is as follows:

<u>Taxable Value Composition</u>		
<u>Use</u>	<u>2007 State Taxable Valuation</u>	<u>Percent of Total</u>
Agricultural	\$ 0	0%
Commercial	34,617,363	16%
Industrial	22,057,435	10%
Residential	136,784,472	63%
Personal	<u>24,819,200</u>	<u>11%</u>
Total	\$ 218,278,470	100%

Source: Washtenaw County

Major Taxpayers

Major taxpayers in the Village and their Taxable Valuations include the following:

Major Taxpayers

	<u>Enterprise</u>	<u>2007 STV</u>
Dexter Fastener	Manufacturing	\$ 20,707,112
Blackhawk Development Corp.	Property Development	4,956,330
Tri-Bro LLC	Commercial Property	3,473,197
Dapco Industries	Manufacturing	3,255,544
Detroit Edison	Utilities	3,100,800
Walkabout Creek I	Apartments	2,516,748
Dexter Wireless Properties LLC	Real Estate	2,397,617
AML Dexter LLC	Real Estate	2,003,897
Dexter LLC	Real Estate	1,992,287
Dexter Development LLC	Property Development	1,913,162

Source: Village

Property Taxes

Current Tax Rates for All Units of Government

	<u>2007 Tax Year Millage Rates</u>	
	<u>Homestead</u>	<u>Non-Homestead</u>
Village of Dexter	13.5562	13.5562
Township of Scio	1.4460	1.4460
Township of Webster [1]	3.6097	3.6097
Dexter District Library	1.6486	1.6486
Dexter Community Schools	8.5000	26.5000
State Education Fund	6.0000	6.0000
Washtenaw County	5.6768	5.6768
Washtenaw ISD	3.9745	3.9745
Washtenaw Community College	3.6956	3.6956

[1] Effective April 14, 1997, the Village of Dexter annexed a portion of the Township of Webster comprised of areas "A," "B," and "C" for a term of 50 years. Residents in area "A" became residents of the Village as of the effective date, and they pay both Village and Township of Webster taxes. Area "B" contains 28 separate land parcels. The parcels are annexed by the Village upon the respective property owners' requests. Area "C" remains in the Township, but the Village provides water and sewer service to the residents. The Village is obligated to provide water and sewer service only to industrial customers in this area.

Sources: Washtenaw County and the Village

Village's Tax Rates

<u>Year</u>	<u>Allocated Operating</u>	<u>Debt</u>	<u>Streets</u>	<u>Total</u>
2007	9.8807	0.6209	3.0546	13.5562
2006	9.8807	0.6700	3.0055	13.5562
2005	10.0008	0.7000	3.0055	13.7063
2004	10.0541	0.9466	3.0209	14.0216
2003	10.1332	1.1000	3.0118	14.2450
2002	10.1678	1.4000	2.8820	14.4498

Source: Village

Village's Tax Rate Limitations

<u>Purpose</u>	<u>2007 Millage Authorized</u>	<u>2007 Maximum Allowable Millage After Rollback</u>
General Operating	9.8807	9.8807
Streets	3.0546	3.9520
Voted Debt	0.6209	2.0000

Source: Village of Dexter

Tax Levies and Collections

Operating Tax Levies and Collections

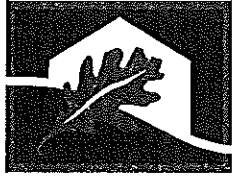
<u>Tax Season</u>	<u>Total Tax Levy</u>	<u>Collections to March 1, Following Year (%)</u>
2006	\$ 2,111,062	95.6
2005	1,857,537	94.21
2004	1,761,434	97.47
2003	1,583,922	95.22
2002	1,387,719	95.28
2001	1,155,384	95.67

Source: Village

Revenues from the State of Michigan

<u>Fiscal Year Ending</u>	<u>Revenue Sharing Payments</u>
2002	\$ 228,555
2003	215,232
2004	193,440
2005	191,332
2006	189,203
2007	183,569

Sources: MI Dept. of Treasury and the Village



CARLISLE/WORTMAN ASSOCIATES, INC.

Community Planners /Landscape Architects

605 S. Main, Suite 1

Ann Arbor, MI 48104

734-662-2200

fax 734-662-1935

6401 Citation Drive, Suite E

Clarkston, MI 48346

248-625-8480

fax 248-625-8455

December 2007

Jim Seta Council President
Village of Dexter
8140 Main Street
Dexter, MI 48130

RE: **Holiday Contributions**

Dear Jim:

We want to thank you for your response to our 2007 holiday contributions program. We have honored a request in every community we represent that responded, and we appreciate the suggestion that you gave us in such a timely manner. Below are the organizations to which we contributed.

Ann Arbor Twp. – Washtenaw Land Trust
Blissfield Twp. – Blissfield Food Pantry
Brandon Twp. – Ortonville Community Emergency Fund (OCEF)
Bridgewater Twp. – Worth Repeating
Bunker Hill Twp. – Tri-County Office of Aging
Byron, Village of – Rauch Tower VFW
City of Center Line – Macomb County Rotating Emergency Shelter Team
City of the Village of Clarkston – Lighthouse Clarkston
Clinton County – Capital Area Community Services
✓ *Village of Dexter* – Dexter Senior Center
City of East Tawas – Tawas-Whitmore-Hale Area United Way
City of Grosse Pointe Woods – Children's Home of Detroit
Handy Twp. – Fowlerville Senior Citizen Club
Highland Twp. – Highland Good Fellows
Holly Twp. – Lighthouse
City of Howell – Howell Opera House
Huron Twp. – Huron Township Rotary Club Good Fellows
Ida Twp. – Ida Public Schools (Give a Kid a Christmas)
Independence Twp. – Clarkston Area Youth Assistance
Iosco Twp. – Fowlerville Family Impact Center (Food Bank)

Carlisle/Wortman Associates, Inc.

December 2007

Page 2

City of Lake Angelus – North Oakland Headwaters Land Conservancy

Lexington Township – Lexington Lions

City of Linden – Christmas Express

Lyndon, City of – Easter Seals of Michigan

Village of Manchester – Manchester Family Services

Marion Township – United Way of Livingston County

City of Milan – Aid in Milan

City of Monroe – Holiday Camp

Northfield Twp. – Northfield Human Services

City of Northville – Civic Concern

Oakland County – Grace Centers of Hope / Pontiac Rescue Mission

Orion Twp. – FISH – Orion / Oxford

Oxford Twp. – Oxford Township "Parks & Recreation" [Splash Park @ Seymour Lake]

Pickney, Village of – Gleaners Community Food Bank of Livingston County

City of Saline – Saline Social Services

Scio Twp. – Dexter Senior Center

Springfield Twp. – Neighbor to Neighbor

Stockbridge Twp. & Village of Stockbridge – Stockbridge Community Outreach

St. Clair, City of – Ecumenical Food Pantry

Tecumseh Twp. – The Tecumseh Service Club

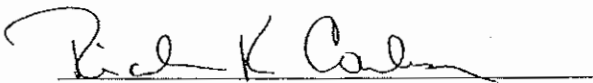
City of Troy – Troy Boys & Girls Club

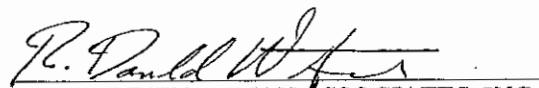
Village of Westphalia – Austin's House

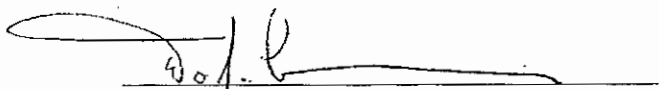
Wolverine Lake, Village of – Lake Area Youth Assistance


This is an on-going program for Carlisle/Wortman Associates and we will contact you again the end of next year for your suggestions.

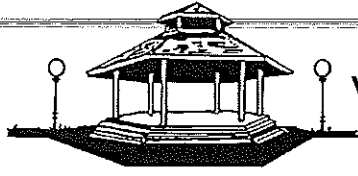
Sincerely,


CARLISLE/WORTMAN ASSOCIATES, INC.
Richard K. Carlisle, AICP, PCP
President


CARLISLE/WORTMAN ASSOCIATES, INC.
R. Donald Wortman, RLA, PCP, AICP
Vice-President


CARLISLE/WORTMAN ASSOCIATES, INC.
Douglas J. Lewan, AICP, PCP
Principal


CARLISLE/WORTMAN ASSOCIATES, INC.
John L. Enos, AICP
Principal



VILLAGE OF DEXTER

ITEM

I-1

COMMUNITY DEVELOPMENT OFFICE

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

Memorandum

To: Village Council
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: Report
Date: January 14, 2007

2008-2013 CIP – The Planning Commission will start working on the CIP at the regular February Planning Commission meeting. The Parks Commission, DDA and staff have already started their annual review of the project worksheets.

Parks Master Plan – The Parks Master Plan is currently under review. The Parks Commission hopes to hold a public hearing on the plan revisions in April. Following adoption of the plan Council will be asked to accept the plan.

Parks Play Court – The Parks Commission is working with OHM to prepare a bid for the site work and concrete work for the play court at Community Park. We are hoping to start construction on the court this spring. Preliminary costs estimates are close to the budgeted amounts.

Newsletter – The January newsletter will include a spring 2008 tree order form for tree removal and planting OR planting. Please help encourage participation within your Home Owners Associations and with your neighbors. The newsletter will also continue to encourage participation in completing the parks survey. The survey will continue to be available online if you have not taken it. To date we have over 100 online survey participants and 15 hard copy submittals.

Please feel free to contact me prior to the meeting with questions.
Thank you,



VILLAGE OF DEXTER - COMMUNITY DEVELOPMENT OFFICE

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

MEMORANDUM

TO: Village Council / Planning Commission
FROM: Allison Bishop, AICP, Community Development Manager
SUBJECT: 2nd Quarter Board and Commission Update
DATE: January 9, 2008

Attached you will find the 07-08 2nd quarter Board and Commission update, Zoning/Ordinance Activity report, and Project Summary. You will also find an update on current Village projects and a summary of ongoing projects and activity from the Community Development Office.

Parks Commission

Park Use Permits- The Parks Commission recommended and the Village Council adopted fees for gazebo use for non village residents. The Park Use permit was amended and posted on the website.

HCMA Resolution of support – HCMA has started construction of Phase 1 of the Hike Bike Trail between Hudson Mills and the Village. HCMA has also budgeted \$50,000 for assessment of Phase 2 of the trail from Hudson Mill golf course to the Village. The Parks Commission has been in contact with Sue Nyquist at HCMA to make sure that the Village stays on top of the HCMA project and its impacts to the Village and the Westside connector.

Smith Woods – Parking Lot improvements were completed by County Parks and the signage for the Smith Woods Preserve and Miller Preserve is currently on hold. The Parks Commission is exploring possible donation of the Smith Woods property to the County's Natural Areas Preservation program to ensure proper stewardship of the property and that the property remains a natural area into perpetuity.

Play Court – The Parks Commission is developing the bid package for the play court construction and installation. The play court should be completed by summer 2008.

Mill Pond Park Planning Team - The planning team continues to meet to develop a recommendation to Council for the development of the reclaimed property upon removal of the Main Street dam. The committee will continue to provide updates to the Council and Parks Commission as they become available.

Planning Commission

Ann Arbor and Baker Road Corridor subcommittee – The Planning Commission has established a subcommittee to begin review of the Ann Arbor Road Corridor standards and the Baker Road Corridor standards based on the Master Plan amendments made last year. The committee has met once to discuss curb cuts and will start meeting again in January about the Baker Road corridor.

Ordinance Review – The Planning Commission continues to recommend revisions to the Village of Dexter Zoning Ordinance, as they deem necessary. The Planning Commission is currently reviewing amendments to the Bed and Breakfast provisions within the ordinance.

Zoning Board of Appeals

The ZBA met in November to review a variance request submitted by Mike Hoelzer for the Dairy Queen. Based on the ZBA discussion the applicant requested that the application be postponed. To date the applicant has not requested a follow up meeting.

DDA

Schulz Development (Mill Creek Building) – The DDA is preparing design drawings for the public improvements surrounding the Mill Creek Terrace building. The DDA plans to bid the improvements this spring. The development agreement and purchase/option are still being negotiated.

Project Prioritization and Bonding- The DDA is working on their project prioritization list for potential bonding this fall. To date possible projects include (as referenced in the DDA Development Plan): Forest Street Redevelopment, Jeffords Street Intersection, Jeffords Street Mill Pond, Baker Road to Schools, Central Street, Bridge Enhancements and Jeffords Street Schulz Development.

Survey work for Main Street to Grand Street along Jeffords – The survey work along Jeffords Street and the Mill Creek from Main Street to Grand Street is complete. The DDA will use the information in planning for the redevelopment along the Mill Pond and Jeffords Street.

Tree Pruning and Banners- Tree trimming work in the DDA will be done this winter. The DDA/staff is researching replacement of the banners in the downtown.

Tree Board

Tree Board Management Plan – The Tree Board is continuing to develop the Tree Management Plan and anticipates completion by spring 2008.

Tree Policy – The Tree Board has reviewed and will likely recommend adoption of a Tree Replacement Program Policy to guide how tree replacement funds required by the ordinance are used.

Community Forestry Grant- An application for the CF Grant was submitted this quarter. The Village was not awarded the CF Grant due to the competitive nature of the grant and the number of tree grants that the Village has received over the last few years.

DTE Tree Planting Grant - 2007 was the first year that the Village applied and received funding from the DTE Tree Planting grant. The Village was reimbursed \$3000 for the planting and effort done in conjunction with the DTE grant. The Village applied for the DTE Tree Planting grant again in 2008. To date award announcements have not been made.

Other Projects

Healthy Walking Program – The pedestrian kiosks at five (5) locations throughout the Village have been installed. Information about the Village and the walking program will be placed in the kiosks. If you have any information that you would like in the kiosks please contact me at the Village Offices.

Please feel free to contact me if you have any questions.

Thank you.

Village of Dexter
2nd Quarter Update 2007-08
October 1, 2007 – December 31, 2007

Dexter Crossing – Blackhawk Development / Signature Home Traditions

Victoria Condominiums

Preliminary Zoning Compliance	0
Final Zoning Compliance	0
Units Remaining (not sold)	110(112)

- Infrastructure in Dexter Crossing Plat 1 and Phases 2-5A was dedicated and accepted by the Village on July 9, 2007.
- Cambridge Drive and Preston Circle were accepted by the Village as public roads on December 20, 2007.

CONDOS

- Construction on the condominiums is now permitted to proceed due to the dedication of Phases 1-5A.
- A maximum of five buildings may be under construction at any one time.
- Homestead exemption forms will be required for each Final Zoning Compliance request.

SINGLE FAMILY

- The Dedication process was completed July 9, 2007 for Plat 1 and Phases 2-5A.
- 8 vacant single-family home sites remain in Dexter Crossing under BHD control, however they have been put up for sale. All home plans must have Home Owners Association approval prior to requesting Zoning Compliance to ensure compliance with Home Owners Association bylaws.

COMMERCIAL

- Dexter Crossing Strip Mall: occupancy remains at fifteen (15) or 64% based on units, and at 61% occupied based on square footage. Argiero's is no longer in business and Alpha Coney Island is now open.
- No additional information has been provided by Blackhawk Development regarding potential new tenants.
- Blackhawk has started to address the punch list items for the commercial phase of the site. Dedication will be primarily for underground utilities; no above ground utilities on the commercial phase are public.

Dexter Crossing (Phases 6-8) - Peters Building Company

Preliminary Zoning Compliance	0
Final Zoning Compliance	0
Units Remaining (ready for occupancy, not sold)	5
Vacant Lots	57

- No new sales information this quarter.
- The Village has provided the developer with the information required for dedication. Dedication will likely not occur until more of the development is complete. Bond amounts for dedication are based on the percentage of homes complete. Based on the current number of homes completed the developer has decided to wait to dedicate.
- The final punch list walk through was conducted in October 2006. The developer addressed the final punch list items in December 2006. Upon acceptance of the repairs the punch list will be completed.
- Development within the project continues.

West Ridge of Dexter – JR Homes/Mancuso Homes/Hasle Raven Partnership

Preliminary Zoning Compliance	0
Final Zoning Compliance	0
Units Remaining (ready for occupancy, not sold)	62
Vacant Lots	

- Mancuso Homes has re-filed preliminary zoning compliance for 8 of the partially constructed homes.
- Mancuso Homes was a partner with JR Homes, but has now taken over 36 lots within West Ridge.
- Hasle Raven Partnership has contacted the Village and indicated that they now also control 24 lots within West Ridge (10 partially completed homes and 14 vacant lots).
- Westridge of Dexter (Peters Building) controls 34 vacant lots within Westridge.

Boulder Park Phases 2a and 2b

- The applicant has been notified that the site plan has expired. No progress.

Wallace Building

- Final Zoning Compliance was issued for the project in October 2007.
- Cottage Inn has filed zoning compliance to occupy a unit.
- No other tenant information has been provided.

Katie's Restaurant

- The final site plan expires on October 8, 2008.

Dexter Wellness Center (Colorbok)

- DDA awarded the developer \$150,000 towards the public improvements for the project.
- Preliminary site plan was submitted on April 2 and the Planning Commission recommended approval of the plan on May 7, 2007.
- Village Council approved the Preliminary site plan on July 9, 2007 with conditions.

■ The Village Council approved the final site plan on October 8, 2007.

Schulz Development – Mill Creek Building

- The DDA and Planning Commission have supported the developer's site plan showing on street parking in conformance with the DDA Development Plan.
- The developer is negotiating with the Village for the purchase of property (parcels 006 and 050). The Village is also working with the developer to address possible alley vacation issues.
- The developer/Village/DDA will prepare a purchase agreement for approval by Council prior to proceeding with further site planning.
- The combined site plan was postponed by the Planning Commission on October 1, 2007. On November 5, 2007 the Planning Commission recommended approval of the combined site plan.
- The Village Council approved the final site plan on November 26, 2007.
- The Village is continuing to negotiate for office space in the building.

Cedars of Dexter – UMRC / Gordon Hall Project

- The Planning Commission recommended approval of the Final site plan on May 7, 2007.
- The Village Council approved the final site plan on September 24, 2007 with several contingencies, including execution of the development agreement.
- The Washtenaw County Road Commission has approved the driveway permit for the project.
- The development agreement subcommittee continues to meet. A recommendation from the subcommittee is expected at the January 14, 2008 meeting.
- Tree clearing/grading was authorized by the Village Council and has been completed.
- Water and sewer permits have not been granted by the DEQ.
- The developer has requested authorization to proceed with the construction.

Dexter Library

- Construction on the Library has commenced.
- Completion of the project is anticipated to take one year. Anticipated completion fall 2008.

K-Space Associates

- A pre construction meeting has been held and construction has commenced.

Plans Approved

- Dexter Wellness final site plan
- Mill Creek Terrace combined site plan
- 3276 Central combined site plan (administrative review)

Plan Reviews

- NONE

Village of Dexter
2nd Quarter Report 2007-08
October 1 - December 31, 2007

1st Quarter Activity July 1-September 30, 2007	1st Qtr. July-Sept	2nd Qtr. Oct-Dec	3rd Qtr. Jan-March	4th Qtr. April-June	2007 09 YTD TOTAL	06-07 YTD Total	2005 YTD Total	2004 YTD Total	2003 YTD Total
Land Division / Combination	1	1			2	2	0	3	2
Ordinance Amendments	4	2			6	11	9	11	6
Rezoning or Conditional Rezoning	0	0			0	1	0	1	0
Special Use Permits	0	0			0	8	6	1	3
Preliminary Site Plan Approvals	1	0			1	4	3	0	1
Final Site Plan Approvals	1	1			2	4	3	0	2
Combined Site Plan Approvals	1	2			3	1	2	0	1
PUD Area Plan	0	0			0	1	0	0	2
Prelim. Zoning Compl. Permits	18	7			25	98	67	211	161
(New Construction)	1	1			2	11	12	107	75
(Condominiums)	0	0			0	0	1	21	2
(Commercial/Office) (Build-outs)	2	3			5	30	8	3	
(Additions/Remodels)	6	2			8	21	5	5	3
(Fences)	0	0			0	8	2	5	11
(Accessory structure)	0	1			1	4	1	5	3
(Decks)	9	0			9	24	38	65	65
Final Zoning Compl. Permits	18	8			26	58	188	157	122
(New Construction)	4	1			5	9	38	85	78
(Additions/Remodels)	3	4			7	4	19	6	1
(Fences/decks)	4	0			4	25	121	58	43
(Accessory structure)	0	2			2	0	2	1	0
(Commercial/Office) (Build-outs)	4	1			5	19			
(Condominiums)	3	0			3	0	8	7	0
(Temporary Uses/Structures)	2	0			2	7	11	7	0
(Sign Permits)	4	2			6	21	13	11	14
(Temporary Signs/Sandwich)	7	2			9	37	21	14	
Outdoor Seating Permits	0	0			0	5	6		
(ZBA Cases) Non-Residential	0	1			1	2	3	5	3
(ZBA Cases) Residential	0	0			0	4	4	3	2
Variances Granted	0	0			0	5	7	7	5
Demolition Permits	0	2			2	6	5	2	4
Right-of-way permits	0	0			0	0	4	3	
Park Use	2	0			2	7	4		
Home Occupation Permits	0	0			0	3	2	2	1
Freedom of Information Requests	1	0			1	1	1	8	4
Hawkers & Peddlers Permits	2	2			4	12	10	7	4
Requests for service/Correspondence	3	1			4	28	15	33	
Resident/Merchant/Business Communic.	8	0			8	48	38		
Enforcement	8	64			72	0			
Initial Notice	8	64			72	123	83	155	113
Second Notice	0	2			2	8	10	11	20

* General Code Amendment - none

* Zoning Ordinance Amendment Pending: Articles 6, Landscaping and Bed and Breakfasts

* Zoning Ordinance Amendments: Article 5, Parking and Article 6, Landscaping

* Site Plans - 3276 Centra-CSP, Mill Creek Terrace-CSP, Dexter Wellness-FSP, Katie's-FSP extension

* Sign Permits: Absolute Internet, The Picture Frame Company

* Special Use Permits: None

* Resolutions - Voluntary Parking Fund, Fee Schedule Amendment, Gazebo Fee, Arbor Day Proclamation, DTE Tree Planting, Play Court Eng Svcs

* Enforcement 1) 54 snow 2) 2 sign 3) 3 vehicle 4) 4 property maintenance 5) 1 Use

* ZBA : Dairy Queen

* Modification requests: None

YTD Revenue -
Through December 31, 2007

Zoning Compliance Permits: \$1,941.50
Site Plan Review Fees: \$1,300.00

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303 ext 17 Fax (734)426-5614

cnicholls@villageofdexter.org

MEMO

To: President Keough and Council Members
 From: Courtney Nicholls, Assistant Village Manager
 Date: January 10, 2008
 Re: Assistant Village Manager Report

Farmers Market Committee – I have been working on establishing the Farmers Market Committee. The DDA and Chamber have selected their representatives. We also have an interested party for the merchant position. An advertisement will be placed in the January newsletter to solicit a “citizen-at-large” participant. I hope to have the names for your approval in February and a first meeting in early March.

CMAQ Reimbursement – Reimbursement funding for the CMAQ grant has been made available. The invoices have been submitted through MDOT’s online reimbursement system and the money should be received by the Village within the next two weeks.

CDBG Closeout – The final documents, including wage verification letters and public hearing documents have been submitted to the State to close out the CDBG grant that was obtained as part of the Monument Park project. The final closeout letter was received November 29, 2007.

Council follow-up: Creating and publishing meeting minute synopsis, preparing minutes and resolutions for filing

Packet creation, writing articles for newsletter, false alarm tracking, coding invoices – tracking expenses, i.e., engineering costs, publication cost

Human Resources - processing health care related reimbursements, removed medical information from personnel files, reorganized personnel files

Classes Attended:

Planning for a Disaster Resistant Community	10/17/2007
Pandemic Flu Breakfast	10/18/2007
MERS Regional Meeting	11/8/2007
Grant Writing Workshop	12/3/07-12/4/07
MIOSHA	1/9/08

Meetings Attended:

- David Rutledge - Cityhood
- Dexter Area Chamber
- Disaster Planning with County Representatives
- DDA
- Faith in Action – Food Pantry Start-Up
- MDEQ – Water & Sewer
- MERS
- MMRMA Representative
- OHM Updates
- Police Services Inter-local Agreement
- Wireless Washtenaw

VILLAGE OF DEXTERddettling@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303 ext 11 Fax (734)426-5614

MEMO**To: President Keough and Council Members****From: Donna Dettling, Village Manager****Date: January 14, 2008****Re: Village Manager Report****1. Meeting Review:**

- December 14th – OHM Project Update
- December 17th – Met with National City re: DDA Improvements
- December 18th – Staff CIP meeting
- December 18th – Mill Park Plaza Pre-Application meeting
- December 19th – Schulz Development
- January 2nd – Schulz Development
- January 4th – Mark Ouimet re: Emergency Preparedness
- January 7th – MERS Team meeting
- January 8th – UMRC Development Agreement meeting
- January 9th – Mike Donahue re: prepare for Public Hearing
- January 9th – MDEQ Bridge/Dam Permit Public Hearing

2. Comcast Follow-up. Attached is the follow-up to Mr. Gildner's concerns regarding Comcast. This information was provided to Mr. Gildner and recorded in my Comcast outlook task file for additional follow-up and monitoring of Comcast's actions on this matter.
3. MERS Employer Contribution Rate. The MERS Carve Out of the Dexter Area Fire Department Employees is effective as of 12-1-07. The Village's rate effective 12-1-2007 is 9.74% of active payroll. An additional 4% member contribution is paid by the village bringing our total MERS liability to 13.74% of MERS eligible active payroll. The additional 4% member contribution was negotiated in the 1996 Teamsters contract as a "Pick-Up" amount by the employer is lieu of a rate adjustment. Effective July 1, 2008 our MERS rate will go to 9.9% for a total liability of 13.9%. Our rate before the Carve Out was 9.65% or 13.65%.
4. MEDC -CDBG RLF Update. Attached is a letter from the Michigan Economic Development Corporation regarding the Village's Community Development Block Grant-Revolving Loan Fund. This matter relates to the recent order from MEDC for the return of \$61,000 that was sitting in the Village's RLF. MEDC is asking the Village to make a decision about two remaining loans that become due to the Village from the DDA in 2015. MEDC has made it clear for the past several years that they are interested in officially closing out the RLF program. I have discussed this with the DDA in the past and will inform them of this letter at their January meeting. I will be responding to MEDC that the village will keep the repayments and continue administration of the Village's RLF reuse plan. I will be meeting with MEDC to better understand our options and develop a plan to use the RLF as outlined in the Village's reuse plan.

Donna Dettling

From: Lundgren, Timothy J. [tjlundgren@varnumlaw.com]
Sent: Tuesday, December 18, 2007 12:37 PM
To: Donna Dettling
Cc: Pestle, John W; Zimmerman, Matt
Subject: RE: Comcast fee for digital cable

Donna,

Matt Zimmerman asked me to follow up with you on the cable question.

The FCC ruling referenced in the email applies to commercial broadcast stations and to noncommercial educational television (i.e., PBS) but not to PEG channels. That said, there are other provisions in the Federal law and in other FCC orders that indicate that so long as the rest of the basic service tier channels remain in analog format, that Comcast cannot charge anything additional to receive the PEG channels, nor make it significantly more difficult for subscribers to receive them than the rest of the basic tier. Thus, there are grounds to insist that Comcast make the necessary boxes available to subscribers at no cost - at least until the rest of the basic tier is moved to digital. In theory, Comcast has agreed to do this in Michigan. In practice, we are hearing that some subscribers may be getting billed for the boxes. This would be a proper matter for the Village to take up with Comcast.

Mr. Gildner also raises questions about Comcast's pricing structure. The state legislature has removed from the Village what little regulatory authority over Comcast's rates you may have retained under Federal law. Therefore, the Village has no ability to address rate issues with regard to cable providers. Complaints on this issue should be directed to state legislators, federal legislators, and the FCC - as the only bodies with any ability to take action on cable rates.

Please let me know if you have any further questions.

Tim Lundgren
tjlundgren@varnumlaw.com

Varnum Riddering Schmidt & Howlett, LLP
P.O. Box 352
Grand Rapids, MI 49501-0352
Tel: (616) 336-6750
Fax: (616) 336-7000

From: Donna Dettling [mailto:ddettling@villageofdexter.org]
Sent: Monday, December 17, 2007 2:30 PM
To: Zimmerman, Matt
Subject: FW: Comcast fee for digital cable

Matt,
Can you address the concerns raised in this email?

Donna Dettling
Village Manager
8140 Main Street
Dexter, MI 48130
Ph# 734-426-8303 X11
Fax# 734-426-5614

-----Original Message-----

From: Gggildner@aol.com [mailto:Gggildner@aol.com]
Sent: Monday, December 17, 2007 1:36 PM
To: Donna Dettling
Subject: Comcast fee for digital cable

I understand you have handled the local franchise agreement with Comcast.

The FCC ruling last September requires cable operators to support analog TV subscribers into 2012 (see second paragraph of http://hraunfoss.fcc.gov/edocs_public/attachmatch/DOC-276576A1.pdf).

How is the recent Comcast announcement to charge for digital conversion boxes compatible with that ruling? While the ruling allows cable operators to comply using conversion boxes it implies, to me but does not state, that the boxes would be provided without charge.

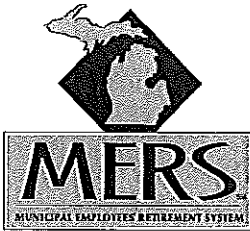
Can the village challenge Comcast on their billing plan regarding digital boxes? If not who can challenge?

I know another Fed. Gov. agency is planning to offer \$40 coupons toward digital conversion boxes in early 2008 but are these for over-the-air digital reception rather than via cable?

I have other complaints about the Comcast pricing structure if a public hearing is ever held on the franchise with Comcast.

Gil Gildner
6864 Wellington Dr,
(Dexter Crossing Sub.)

See AOL's [top rated recipes](#) and [easy ways to stay in shape](#) for winter.



Municipal Employees' Retirement System of Michigan
1134 Municipal Way, Lansing, Michigan 48917

Phone (517) 703-9030 • (800) 767-6377 • Fax (517) 327-8336 • Website: www.mersofmich.com

December 31, 2007

Marie Sherry
Village of Dexter
8140 Main Street
Dexter, MI, 48130-1092

Dear Ms. Sherry:

A change for division #82170101 (General) will become effective December 1, 2007. The newly adopted change is a new Employer Contribution Rate of 9.74% effective December 1, 2007 and an Employer Contribution Rate of 9.90% effective July 1, 2008. This change is based upon the carve out of the new Dexter Area Fire Department.

If you should have any questions, please feel free to send me an e-mail at mtaylor@mersofmich.com or call me at 1-800-767-6377 Ext. 253.

Sincerely,

MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN

G. Marlaime Taylor
Accounting Analyst



MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

300 N. WASHINGTON SQ.
LANSING, MI 48913

CUSTOMER
ASSISTANCE CENTER
517 373 9808

WWW.MICHIGAN.ORG

Received
1-4-08

December 28, 2007

EXECUTIVE COMMITTEE

MATTHEW P. CULLEN
Chair
General Motors

PHILIP H. POWER
Vice-Chair
The Center for Michigan, Inc.

JAMES C. EPOLITO
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Detroit Regional Chamber

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Michigan Department of Labor &
Economic Growth

JOANN CRARY
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DR. HAIFA FAKHOURI
Arab American and
Chaldean Council

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Bridge Street Capital
Partners, LLC.

BIRGIT M. KLOHS
The Right Place, Inc.

F. THOMAS LEWAND
Bodman LLP

DR. IRVIN D. REID
Wayne State University

MICHAEL B. STAEBLER
Pepper Hamilton LLP

DENNIS R. TOFFOLO
Oakland County

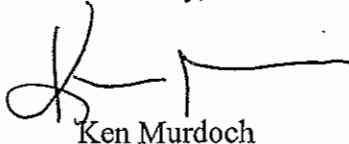
PETER S. WALTERS
Guardian Industries Corp.

Ms. Marie A. Sherry, Treasurer/Finance Director
Village of Dexter
8140 Main Street
Dexter, Michigan 48130

Dear Ms. Sherry:

I am writing in regards to the Village of Dexter's Community Development Block Grant (CDBG) Revolving Loan Fund (RLF). We have received the requested repayment check for \$61,931 and Inactive RLF Financial Status Report. The State is requesting that the Village makes a decision regarding the two remaining DDA loans. The Village may assign the repayment of these loans to the Michigan Economic Development Corporation and the Village's RLF would be officially closed. Or the Village may keep the repayments and continue administration of the Village's RLF as outlined in the Village's reuse plan. If the Village chooses to keep the RLF open, they will be responsible for all current and future monitoring and reporting requirements. Please respond to this letter to inform us of the decision you have made. If you have any questions regarding this letter, please contact me at (517) 373-6207.

Sincerely,



Ken Murdoch

cc: CDBG RLF file
Signature File

P53

VENDOR APPROVAL SUMMARY REPORT

Date: 01/04/2008

Time: 11:32am

Page: 1

illage of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ABSOLUTE INTERNET SERVICES	ABSOLUTE	SPAM/VIRUS	1,260.00	0.00
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	CREDIT	1,053.00	0.00
ARBOR NEWS	A2 NEWS	ELECTED OFFICAL VACANCY	205.66	0.00
ARBOR SPRINGS WATER CO. INC	ARBOR SPRI	village office	11.50	0.00
AT&T	AT&T	734 426 8303	2,897.32	0.00
AVAYA, INC.	AVAYA, INC	WWTP	107.25	0.00
BROWN EQUIPMENT CO INC	BROWN EQUIP	HOSE SPRING	617.66	0.00
CANNON EQUIPMENT	CANNON EQU	BOOM REST	104.93	0.00
CARL-WORTH ASSOCIATES	CARL-WORTH	RETAINER SERVICES	1,007.50	0.00
COMCAST	COMCAST	DPW	1,904.43	0.00
COMCAST - DPW	COMCAST -	dpw	59.00	0.00
COURTNEY NICHOLLS	COUR	MIOASHA WORKSHOP	90.00	0.00
DENTAL NETWORK OF AMERICA	DENTAL NET	01/01-01/31/08	233.40	0.00
DET. OF ENVIRON. QUALITY	DEQ	LAND APP/ DRY TONS REPORT	1,705.12	0.00
TROIT AIR COMPRESSOR COMPANY	DET AIR CO	REPAIR/LABOR	1,237.60	0.00
DEXTER AREA CHAMBER	DEX CHAMBE	2ND QUARTER 07'	750.00	0.00
DEXTER CARDS & GIFTS SHOP	DEX CARDS	SUPPLIES	19.59	0.00
DEXTER SENIOR CITIZENS CENTER	DEX SENIOR	RENT	200.00	0.00
DOETSCH INDUSTRIAL SERVICES INC	DOETSCH	TV EQUIPMENT <i>Sewers</i>	1,480.00	0.00
NNA DETTLING	DONNA D	50% REIMBURSEMENT	452.50	0.00
E ENERGY	DET EDISON	3219 953 0001 9	233.17	0.00
E ENERGY OUTDOOR LIGHTING	DTE OUTDOO	3219 953 0018 3	21.82	0.00
E ENERGY-STREET LIGHTING	DTE ENERGY	12529	4,393.92	0.00
KEMA GOSSETT PLLC	DYKEMA	LEGAL FEES	6,073.65	0.00
NA SUPPLY CO	ETNA SUPPL	TOUCH READ	2,040.00	0.00
DALETO, RAMSBY & ASSOCIATES	FORT DEARB	COVERAGE 01/01/08-01/31/08	200.00	0.00
IFFIN PEST CONTROL INC	PEST CONTR	8140 MAIN	100.00	0.00
HACKNEY HARDWARE	HACKNEY	credit	231.00	0.00
ARTS & FLOWERS	HEARTS & F	X-MAS	85.49	0.00
HERITAGE NEWSPAPERS	HERITAGE N	ELECT OFFICAL VACANCY	234.00	0.00
MIRA WATER SOLUTIONS INC	KEMIRA	FERRIC CHLORIDE	2,811.90	0.00
KLAPPERICH WELDING	KLAPPERICH	WRENCH	45.00	0.00
LESSORS WELDING SUPPLY	LESSORS	ACETYLENE	17.00	0.00
MCI	MCI	LONG DISTANCE	27.57	0.00
CHICAGO MUNICIPAL TREASURERS	MMTA	2008 WORKSHOP	115.00	0.00
CHICAGO SOCIETY OF PLANNING	MI SPO	WORKSHOP	40.00	0.00
MIDWESTERN CONSULTING	MIDWEST	TASK: 00710	819.50	0.00
MORTON SALT	MORTON SAL	SALT	1,827.96	0.00
MY CLEANER	MY CLEANER	COUNCIL	60.00	0.00
NATIONAL CITY BANK	NAT CITY P	JAN 08'	700.00	0.00
NEXTEL COMMUNICATIONS	NEXTEL COM	11/07/07-12/06/07	386.88	0.00
NCL CENTRAL LABORATORIES	NCL	CHEMICALS	183.89	0.00
OHM GEO-SOFTWARE, INC.	OHM GEO	0130-07-0011	34,847.75	0.00
PINCKNEY FAMILY DENTISTRY, PC	PINCKNEY-F	PATIENT: ERIN AIKEN	50.00	0.00
ROY R	ROY R	LIME STONE	660.00	0.00
R. SCOTT	R. SCOTT	PATIENT: ANNA AIKEN	74.00	0.00
RICHOH AME	RICHOH AME	TONER	51.11	0.00
ROTO ROOTER	ROTO ROOTE	hudson & grand	585.00	0.00
SF STRONG	SF STRONG	c folds	55.32	0.00
SCIO TOWNSHIP TREASURER	SCIO TWSP	8050 MAIN ST	1,354.02	0.00
SENS METERING SYSTEMS	SENS	SUPPORT 02/13/08-02/13/09	1,200.00	0.00
STAPLES OF	STAPLES OF	OFFICE	163.06	0.00
STRINGER/T	STRINGER/T	LEGAL SERVICES	637.50	0.00
SYNAGRO CENTRAL	SYNAGRO	273600.00000 LIQ	11,206.38	0.00
TECH RESOU	TECH RESOU	ON SITE TECH	368.15	0.00
TRIM	TRIM	LAB	195.00	0.00
W CTY TREA	W CTY TREA	LAW ENFORCEMENT	26,910.82	0.00
WAVE	WAVE	DOOR TO DOOR	1,583.33	0.00
Grand Total:			115,985.65	0.00

INVOICE APPROVAL LIST BY FUND

Date: 01/04/2008

Time: 11:40am

Page: 2

illage of Dexter

Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Buildings & Grounds						
01-265.000-843.000	Property T	SCIO TOWNSHIP TREASURER 8050 MAIN ST	0	15673	01/02/2008	1,354.02
01-265.000-920.000	Utilities	AT&T 734 426 8303	0		01/02/2008	717.19
01-265.000-920.000	Utilities	COMCAST office	0	01/04/08	01/04/2008	95.00
01-265.000-920.000	Utilities	COMCAST - DPW dpw	0		01/04/2008	59.00
01-265.000-920.001	Telephones	NEXTEL COMMUNICATIONS 11/07/07-12/06/07	0	01/02/08	01/02/2008	113.75
01-265.000-943.001	Office Spa	NATIONAL CITY BANK JAN 08	0	01/02/08	01/02/2008	700.00
01-265.000-955.000	Miscellaneous	ARBOR SPRINGS WATER CO. INC village office	0		01/02/2008	11.50
Total Buildings & Grounds						4,598.96
Dept: Law Enforcement						
01-301.000-803.000	Contracted	WASHTENAW COUNTY TREASURER LAW ENFORCEMENT	0	15522	01/02/2008	26,910.82
Total Law Enforcement						26,910.82
Dept: Fire Department						
01-336.000-935.000	Bldg Maint	GRIFFIN PEST CONTROL INC 8140 MAIN	0	512439	01/02/2008	100.00
Total Fire Department						100.00
Dept: Planning Department						
01-400.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES COVERAGE 01/01/08-01/31/08	0	01/02/08	01/02/2008	12.50
01-400.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE OFFICE	0		01/02/2008	17.42
01-400.000-802.000	Profession	CARLISLE-WORTMAN ASSOCIATES GENERAL CONSULTATION	0	271280	01/02/2008	280.00
01-400.000-901.000	Printing &	HERITAGE NEWSPAPERS PARKING	0		01/02/2008	40.50
Total Planning Department						350.42
Dept: Zoning Board of Appeals						
01-410.000-802.000	Profession	CARLISLE-WORTMAN ASSOCIATES DAIRY QUEEN	0	271281	01/02/2008	337.50
01-410.000-802.000	Profession	CARLISLE-WORTMAN ASSOCIATES RETAINER SERVICES	0	271279	01/02/2008	390.00
01-410.000-901.000	Printing &	ANN ARBOR NEWS ZBA	0		01/02/08	166.29
Total Zoning Board of Appeals						893.79
Dept: Department of Public Works						
01-441.000-721.000	Health & L	DENTAL NETWORK OF AMERICA 01/01-01/31/08	0		01/02/2008	116.70
01-441.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES COVERAGE 01/01/08-01/31/08	0	01/02/08	01/02/2008	15.50
01-441.000-740.000	Operating	LESSORS WELDING SUPPLY ACETYLENE	0	163878	01/02/2008	17.00
01-441.000-740.000	Operating	HACKNEY HARDWARE BATTERY	0	791295	01/03/2008	47.94
01-441.000-740.000	Operating	HACKNEY HARDWARE ELECTRICAL SUPPLIES	0		01/03/2008	18.00
01-441.000-740.000	Operating	HACKNEY HARDWARE GLOVES	0	791205	01/03/2008	15.98
01-441.000-740.000	Operating	HACKNEY HARDWARE chain	0	792066	01/03/2008	8.94
01-441.000-740.000	Operating	HACKNEY HARDWARE battery	0	792884	01/03/2008	43.94
01-441.000-740.000	Operating	HACKNEY HARDWARE floor cleaner	0	791632	01/03/2008	25.98
01-441.000-740.000	Operating	HACKNEY HARDWARE patching kit	0	791442	01/03/2008	23.99
01-441.000-740.000	Operating	S.F. STRONG c folds	0	146915-00	01/04/2008	55.32

Date: 01/04/2008
Time: 11:40am
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id	Department	Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund								
Department: Department of Public Works								
01-441.000-740.000	Operating	HACKNEY HARDWARE		0		01/04/2008	-23.41	
01-441.000-802.000	Profession	COMCAST		0		01/02/2008	1,809.43	
01-441.000-920.000	Utilities	AT&T		0	01/02/08	01/02/2008	113.18	
01-441.000-920.000	Utilities	734-R01-0375 438 5		0	01/02/08	01/02/2008	134.75	
01-441.000-920.001	Telephones	AT&T		0		01/02/2008	113.75	
		734 426 8530						
		NEXTEL COMMUNICATIONS			01/02/08			
		11/07/07-12/06/07						
Total Department of Public Works							2,536.99	
Department: Downtown Public Works								
01-442.000-802.000	Profession	DEXTER SENIOR CITIZENS CENTER		0		01/02/2008	50.00	
		RENT			01/02/08			
Total Downtown Public Works							50.00	
Department: Engineering								
01-447.000-830.000	Engineerin	OHM GEO-SOFTWARE, INC.		0		01/02/2008	1,784.00	
		0130-07-0011			111234			
Total Engineering							1,784.00	
Department: Municipal Street Lights								
01-448.000-920.003	St Lights	DTE ENERGY-STREET LIGHTING		0		01/02/2008	2,557.98	
		12526			5087646			
01-448.000-920.003	St Lights	DTE ENERGY-STREET LIGHTING		0		01/02/2008	1,593.78	
		12528						
01-448.000-920.003	St Lights	DTE ENERGY-STREET LIGHTING		0		01/02/2008	242.16	
		12529						
Total Municipal Street Lights							4,393.92	
Department: Solid Waste								
01-528.000-740.000	Operating	BROWN EQUIPMENT CO INC		0		01/02/2008	617.66	
		HOSE SPRING			14772			
Total Solid Waste							617.66	
Department: Parks & Recreation								
01-751.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES		0		01/02/2008	2.50	
		COVERAGE 01/01/08-01/31/08			01/02/08			
Total Parks & Recreation							2.50	
Department: Contributions								
01-875.000-965.001	CATS	WESERN WASH. AREA VALUE EXP.		0		01/02/2008	1,000.00	
		PUBLIC SERVICE			JAN-08			
01-875.000-965.004	WAVE	WESERN WASH. AREA VALUE EXP.		0		01/02/2008	583.33	
		DOOR TO-DOOR						
Total Contributions							1,583.33	
Fund Total							52,849.59	
Fund: Major Streets Fund								
Department: Contracted Road Construction								
02-451.000-803.000	Contracted	OHM GEO-SOFTWARE, INC.		0		01/02/2008	516.00	
		0130-07-0011			111234			
02-451.000-974.000	CIP Capita	OHM GEO-SOFTWARE, INC.		0		01/02/2008	14,464.50	
		0130-07-0041			111235			
Total Contracted Road Construction							14,980.50	
Department: Routine Maintenance								
02-463.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES		0		01/02/2008	13.00	
		COVERAGE 01/01/08-01/31/08			01/02/08			
Total Routine Maintenance							13.00	
Department: Traffic Services								
02-474.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES		0		01/02/2008	4.00	
		COVERAGE 01/01/08-01/31/08			01/02/08			
02-474.000-740.000	Operating	KLAPPERICH WELDING		0		01/02/2008	45.00	
		WRENCH			008456			

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nd Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
nd: Major Streets Fund ept: Traffic Services 02-474.000-970.000	Capital Im	MIDWESTERN CONSULTING TASK: 00710	0	03088A-50	01/02/2008	819.50
				Total Traffic Services		868.50
ept: Winter Maintenance 02-478.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES COVERAGE 01/01/08-01/31/08	0	01/02/08	01/02/2008	8.00
02-478.000-740.000	Operating	MORTON SALT SALT	0	430656	01/02/2008	1,827.96
				Total Winter Maintenance		1,835.96
				Fund Total		17,697.96
nd: Local Streets Fund ept: Contracted Road Construction 03-451.000-970.000	Capital Im	OHM GEO-SOFTWARE, INC. 0130-07-0071	0	111236	01/02/2008	8,052.75
				Total Contracted Road Construction		8,052.75
ept: Routine Maintenance 03-463.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES COVERAGE 01/01/08-01/31/08	0	01/02/08	01/02/2008	4.00
				Total Routine Maintenance		4.00
ept: Traffic Services 03-474.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES COVERAGE 01/01/08-01/31/08	0	01/02/08	01/02/2008	1.00
				Total Traffic Services		1.00
ept: Winter Maintenance 03-478.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES COVERAGE 01/01/08-01/31/08	0	01/02/08	01/02/2008	2.00
				Total Winter Maintenance		2.00
				Fund Total		8,059.75
nd: Equipment Replacement Fund ept: Department of Public Works 02-441.000-939.000	Vehicle Ma	CANNON EQUIPMENT BOOM REST	0	22674	01/02/2008	104.93
				Total Department of Public Works		104.93
				Fund Total		104.93
nd: Sewer Enterprise Fund ept: Sewer Utilities Department 00-548.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES COVERAGE 01/01/08-01/31/08	0	01/02/08	01/02/2008	45.00
00-548.000-742.000	Chem Plant	KEMIRA WATER SOLUTIONS INC FERRIC CHLORIDE	0	2045347	01/02/2008	2,811.90
00-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION CHEMICALS	0	0390220	01/03/2008	1,668.00
00-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION CREDIT	0	0390221	01/03/2008	-615.00
00-548.000-743.000	Chem Lab	NORTH CENTRAL LABORATORIES CHEMICALS	0	228810	01/02/2008	183.89
00-548.000-743.000	Chem Lab	HACKNEY HARDWARE FUSE	0	791477	01/03/2008	3.49
00-548.000-802.000	Profession	DOETSCH INDUSTRIAL SERVICES IN TV EQUIPMENT	0	61278	01/02/2008	1,480.00
00-548.000-802.000	Profession	DEPT. OF ENVIRN. QUALITY LAND APP/ DRY TONS REPORT	0	475430	01/02/2008	1,687.12
00-548.000-802.000	Profession	SYNAGRO CENTRAL 273600.00000 LIQ	0	25214	01/02/2008	11,206.38
00-548.000-802.000	Profession	ROTO ROOTER hudson & grand.	0	650578	01/04/2008	585.00

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Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: Sewer Enterprise Fund						
Department: Sewer Utilities Department						
30-548.000-824.000	Testing &	TRIMATRIX LABORATORIES	0		01/02/2008	195.00
		LAB		0705897		
30-548.000-920.000	Utilities	AT&T	0		01/02/2008	59.62
		734-424-1425				
30-548.000-920.000	Utilities	AT&T	0		01/02/2008	1,235.90
		734-426-4572				
30-548.000-920.000	Utilities	DTE ENERGY	0		01/02/2008	233.17
		3219 953 0001 9		01/02/08		
30-548.000-920.001	Telephones	AVAYA, INC.	0		01/02/2008	107.25
		WWTP		27266602721		
30-548.000-920.001	Telephones	MCI	0		01/02/2008	27.57
		LONG DISTANCE		01/02/08		
30-548.000-920.001	Telephones	NEXTEL COMMUNICATIONS	0		01/02/2008	91.00
		11/07/07-12/06/07		01/02/08		
30-548.000-937.000	Equip Main	DETROIT AIR COMPRESSOR COMPANY	0		01/03/2008	1,237.60
		REPAIR/LABOR		1066525-01		
Total Sewer Utilities Department						22,242.89
Fund: Capital Improvements CIP						
30-901.000-974.000	CIP Capita	OHM GEO-SOFTWARE, INC.	0		01/02/2008	872.50
		0130-07-0011		111234		
Total Capital Improvements CIP						872.50
Fund Total						23,115.39
Fund: Water Enterprise Fund						
Department: Water Utilities Department						
31-556.000-721.000	Health & L	GADALETO, RAMSBY & ASSOCIATES	0		01/02/2008	30.00
		COVERAGE 01/01/08-01/31/08		01/02/08		
31-556.000-740.000	Operating	HACKNEY HARDWARE	0		01/03/2008	36.95
		sponge		792127		
31-556.000-741.000	Road Repai	RADTKE TRUCKING, LLC	0		01/02/2008	660.00
		LIME STONE		01/02/08		
31-556.000-802.000	Profession	OHM GEO-SOFTWARE, INC.	0		01/02/2008	664.50
		0130-07-0011		111234		
31-556.000-802.000	Profession	TECH RESOURCES, INC.	0		01/02/2008	177.85
		ON SITE TECH		6415		
31-556.000-802.000	Profession	TECH RESOURCES, INC.	0		01/02/2008	110.35
		ON SITE TECH		6427		
31-556.000-824.000	Testing &	DEPT. OF ENVIRN. QUALITY	0		01/02/2008	18.00
		LAB		474147		
31-556.000-920.000	Utilities	AT&T	0		01/02/2008	636.68
		734-426-4572				
31-556.000-920.000	Utilities	DTE ENERGY OUTDOOR LIGHTING	0		01/02/2008	21.82
		3219 953 0018 3		01/02/08		
31-556.000-920.001	Telephones	NEXTEL COMMUNICATIONS	0		01/02/2008	68.38
		11/07/07-12/06/07		01/02/08		
31-556.000-937.000	Equip Main	SENSUS METERING SYSTEMS	0		01/02/2008	1,200.00
		SUPPORT 02/13/08-02/13/09		ZA80010670		
31-556.000-977.000	Equipment	ETNA SUPPLY CO	0		01/03/2008	2,040.00
		TOUCH READ		1488937		
Total Water Utilities Department						5,664.53
Fund: Capital Improvements CIP						
31-901.000-974.000	CIP Capita	OHM GEO-SOFTWARE, INC.	0		01/02/2008	901.50
		0130-07-0101		111237		
31-901.000-974.000	CIP Capita	OHM GEO-SOFTWARE, INC.	0		01/02/2008	2,222.50
		0130-07-0011		111234		
Total Capital Improvements CIP						3,124.00
Fund Total						8,788.53
Fund: Trust & Agency Fund						
Department: Assets, Liabilities & Revenue						
31-000.000-253.043	Dexter Dis	OHM GEO-SOFTWARE, INC.	0		01/02/2008	1,562.75
		0130-06-1043		111232		
31-000.000-253.047	Wallace Pr	OHM GEO-SOFTWARE, INC.	0		01/02/2008	293.75
		#0130-05-1053		111231		

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nd	Department	Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
nd:	Trust & Agency Fund							
apt:	Assets, Liabilities & Revenue.							
01-000.000-253.048	Dexter Ret			OHM GEO-SOFTWARE, INC. 0130-06-1052	0	111233	01/02/2008	841.25
01-000.000-253.050	Dexter Fit			OHM GEO-SOFTWARE, INC. 0130-07-1002	0	111238	01/02/2008	207.25
01-000.000-253.051	Schulz Dev			OHM GEO-SOFTWARE, INC. 0130-07-1011	0	111239	01/02/2008	1,214.50
01-000.000-253.052	K-Space			OHM GEO-SOFTWARE, INC. 00130-07-1023	0	111240	01/02/2008	1,250.00
Total Assets, Liabilities & Revenue								5,369.50
Fund Total								5,369.50
Grand Total								115,985.65

VILLAGE OF DEXTER

ddettling@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: January 14, 2008
Re: Main Street Bridge Project-Phase 2 Funding
K-1

Phase 2 Cost Estimates

Attached is a letter from MDOT forwarded to the Village through Roy Townsend, Director of Engineering for the Washtenaw County Road Commission. MDOT compiled additional cost estimates for Phase 2 of the Bridge Project to assist in determining the needed resources to design and construct the project. There have been no further meetings scheduled with WCRC on this matter.

Guardrail

Also include for your review is a copy of a series of emails regarding the guardrails proposed for the Bridge project. I have contacted Roy Townsend, who had the final say on the guardrails to provide the rationale for his decision. A response from Roy is included, however I was not able to locate page 13 of 30 of the final plan set that illustrates the placement of the guardrails.

Review of Bridge Aesthetics

Beckett & Raeder provided bid specifications to URS for bridge aesthetics. BRi is working on renderings to show what the Bridge will look like when it's finished. As of the printing of the packet, I did not have these drawings. If I get them before the packet is delivered, I will include them loose in the packet otherwise I plan to bring them to the meeting.



RECEIVED

DEC 12 2007

JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

WASHTENAW COUNTY
ROAD COMMISSION
DIRECTOR

December 10, 2007

Mr. Roy Townsend
Director of Engineering
Washtenaw County Road Commission
555 N. Zeeb Road
Ann Arbor, Michigan 48103

Dear Mr. Townsend:

Per our discussion of December 7, 2007, enclosed is a document with estimated costs for constructing a new railroad structure and roadway to relocate Dexter Road southwest of the existing structure. The document contains three estimates.

1. The estimate prepared by URS as part of the relocation study, but modified to include items such as preliminary engineering, railroad engineering, construction engineering, and fiber-optic relocation.
2. An estimate prepared after meeting with URS on December 3, 2007, to discuss the proposed construction staging and offset requirements to maintain rail traffic adjacent to the new bridge construction. The estimate is based on the allowance to place a steel sheeting wall between 8'-6" to 10'-0" to the centerline of the existing rail and using a soil nail support system through the existing rail embankment.
3. An estimate based on much more significant shoe-fly construction and requiring more separation between construction activity and the existing rail line.

The Michigan Department of Transportation (MDOT) is providing these estimates to assist in determining the needed resources to design and construct the project. Each estimate has engineering assumptions that control the reasonableness of the estimate. MDOT recommends that the Washtenaw County Road Commission submit a preliminary engineering document to the Norfolk Southern Railroad to verify their conceptual approval of the proposed construction scheme. Of most importance is their willingness to accept the proposed sheeting system as proposed by URS to be within 8'-6" to 10'-0" of the centerline of the existing rail line.

If you have any questions, please contact me at 517-373-0030.

Sincerely,

Mark A. Van Port Fleet, P.E.
Engineer of Design

Enclosure

cc: Pam Byrnes, State Representative

Cost Estimates to Construct a New Railroad Structure at NS Railroad and Dexter Road Relocated

Costs are rounded to the nearest \$1000

Work Items		Estimate 1 URS Estimate	Estimate 2 Updated MDOT Estimate based on URS Alternate	Estimate 3 Dexter Road based on Farm Lane Cost Estimate
Shoo-fly (4000' of Single Track)	\$	600,000.00	\$600,000.00	\$ 2,195,000.00
Railroad Bridge	\$	1,446,000.00 (75' X 39' = \$495/sft)	\$1,619,000.00 (75' X 39' = \$554/sft)	\$ 1,790,000.00 (75' X 39' @ \$612/sft)
Fiber Optic Relocation	\$	326,000.00 (included in contingency)	\$516,000.00 (est.cost base on 2 lines)	\$ 516,000.00 (est.cost base on 2 lines)
Preliminary Engineering (for Norfolk Southern RR)	\$	200,000.00	\$200,000.00	\$ 200,000.00
Preliminary Engineering (for Design Consultant)	\$	340,000.00 (≈ 12% due to RR work)	\$400,000.00 (≈ 12% due to RR work)	\$ 605,000.00 (≈ 12% due to RR work)
Steel Sheet piling Wall (includes tie backs)	\$	350,000.00	\$360,000.00	\$ 358,000.00
Construction Engineering	\$	425,000.00 (≈ 15% of construction \$)	\$310,000.00 (≈ 10% of large project)	\$ 504,000.00 (≈ 10% of large project)
Flagging	\$	125,000.00 (\$700/day for 180 days)	\$180,000.00 (\$1000/day for 180 days)	\$ 180,000.00 (\$1000/day for 180 days)
Construction Engineering (for Norfolk Southern RR)	\$	200,000.00 (estimated cost)	\$200,000.00 (estimated cost)	\$ 200,000.00 (estimated cost)
Mobilization (10%)	\$	285,000.00	\$350,000.00	\$ 504,000.00
	\$	4,297,000.00	\$4,735,000.00	\$ 7,052,000.00
Roadwork (from URS Estimate):	\$	1,427,000.00	\$1,427,000.00	\$ 1,427,000.00
Right of Way	\$	873,000.00	\$873,000.00	\$ 873,000.00
Total Cost:	\$	6,597,000.00	\$ 7,035,000.00	\$ 9,352,000.00
Total Cost Inflated to 2010 (Based on 5% per year)	\$	7,637,000.00	\$ 8,144,000.00	\$ 10,826,000.00
URS Original Estimate:	\$	4,050,000.00	(Did not include engineering for design or Norfolk Southern RR)	

Major Assumptions in Estimates 1 & 2 :

1. The raised berm carrying the tracks is wide enough to carry the second set of rails. This is a major concern for part width construction.
2. The sheet piling wall can be designed to hold back an active track within the narrow width that exists.
3. The existing bridges are wide enough to carry the second set of rails without being widened. (Applies to Estimate 3 Also)
4. There are only two fiber optic lines that need to be relocated temporarily and returned when project is complete.

Donna Dettling

From: Mike_Tarazi@URSCorp.com
Sent: Wednesday, December 05, 2007 4:14 PM
To: Carey Baker; Donna Dettling
Cc: hodgesa@wccroads.org
Subject: RE: Dexter / Railing Protection end attachment

Carey,

Final plans & specifications has to be submitted to MDOT & WCRC on Dec 19/2007 to meet the March 2008 letting . The WCRC requires to have Guard Rail Attachment on 3 of the 4 quadrants as a safety measure . The end of the metal grid railing as you suggested dose not allow for anchorage, we should have 8 foot concrete wall at the end of the railing . Please advise me how to revise the metal grid railing to meet these requirements .

Mike Tarazi
616-574-8381

This e-mail and any attachments are confidential. If you receive this message in error or are not the intended recipient, you should not retain, distribute, disclose or use any of this information and you should destroy the e-mail and any attachments or copies.

"Carey Baker" <baker@bria2.com>

"Carey Baker"
<baker@bria2.com>

11/30/2007 10:01 AM

To<Mike_Tarazi@URSCorp.com>
cc

SubjectRE: Dexter / Railing Protection end attachment

Mike, have to run to a meeting. Will be out most of the day. I will give you a call later today.

Thanks

Carey

-----Original Message-----

From: Mike_Tarazi@URSCorp.com [mailto:Mike_Tarazi@URSCorp.com]
Sent: Thursday, November 29, 2007 2:15 PM
To: baker@bria2.com
Subject: Fw: Dexter / Railing Protection end attachment

Carey,

WCRC requires to install G.R. in 3 of the 4 quadrants of the bridge. Please call me to discuss implementing what the county is recommending.

Mike Tarazi
616-574-8381

This e-mail and any attachments are confidential. If you receive this message in error or are not the intended recipient, you should not retain, distribute, disclose information and you should destroy the e-mail and any attachments or copies.

----- Forwarded by Mike Tarazi/GrandRapids/URSCorp on 11/29/2007 02:05 PM -----

"Hodges, Andy"
<hodgesa@wccroads.org>

11/29/2007 01:00 PM

"Mike Tarazi"
To<mike_tarazi@urscorp.com>
<ddettling@villageofc

cc

FW: Fw: Dexter / Rail
Subjectend attachment

FYI

-----Original Message-----

From: Townsend, Roy
Sent: Thursday, November 29, 2007 12:59 PM
To: Hodges, Andy; Berkholz, Aaron
Cc: Jones, Kelly
Subject: RE: Fw: Dexter / Railing Protection end attachment

My recommendation is to install guardrail in 3 of the 4 quadrants, but omit adjacent to the Park driveway, were guardrail approaches are not possible.

Roy

-----Original Message-----

From: Hodges, Andy
Sent: Monday, November 19, 2007 6:46 AM
To: Townsend, Roy
Subject: FW: Fw: Dexter / Railing Protection end attachment

Roy,

This is your call.

AEH

-----Original Message-----

From: Keith Cooper [<mailto:cooperk@michigan.gov>]
Sent: Thursday, November 15, 2007 3:33 PM
To: Mike Tarzai; Hodges, Andy
Cc: Mark Harrison
Subject: Fwd: Fw: Dexter / Railing Protection end attachment

Andy,

Per AAHSTO (2004) Geometric Design of Highways and Streets clear zone should be a minimum of 18 inches from face of curb. MDOT Road Design Manual, section 9.03.01 (D) 1(a), Where posted speeds are 35mph or less...light standards and utility poles should be a minimum of 6 foot back of the face of curb. From the EOM including the 6 foot sidewalk there is 11'-4" and 12'-5" of clear zone to the barrier on the approach side. Section 7.01.11 of the Road Design Manual calls for 14-16 feet of clear zone.

While it is desirable to meet the 14 to 16 foot clear zone, it is permissible for urban collectors to use the minimum of 18" per AASHTO and 6 foot per MDOT Road Design for utility pole obstructions. The actual clear distance to the railings exceeds both minimums.

Andy, your thoughts?

Keith

>>> <Mike_Tarazi@URSCorp.com> 11/13/2007 3:44PM >>>

Keith,

At the G.I. meeting we discussed to taper the end of railing or have a guard rail attachment protect the end of railing . The Village of Dexter

hired Beckett & Raeder Architecture Firm to beautify the aesthetic of the bridge, see attached aesthetic railing, the railing is approved for the static load. The Village is willing to pay the difference in price.

According to attached MDOT Road Design Manual 7.01.11 Chart , for Design speed of 40 mph or less(we have 25 mph) and ADT > 6000 (we have projected ADT 30,023) the railing is inside the clear zone and the end of railing have to be protected. According to the Architecture Engineer ,the G.R. attachment will spoil the beauty of the railing and is not acceptable. But if you follow the attached AASHTO Roadside Design Manual ,, you may justify that we are outside the clear zone and no G.R. end protection is needed . Can we justify the proposed railing end without G.Rail attachment protection ? Please advice
Mike Tarazi
616-574-8381

This e-mail and any attachments are confidential. If you receive this message in error or are not the intended recipient, you should not retain, distribute, disclose or use any of this information and you should destroy the e-mail and any attachments or copies.

----- Forwarded by Mike Tarazi/GrandRapids/URSCorp on 11/13/2007 02:52 PM

Tru
Doan/GrandRapids/URSCo
rp
To
Mike
11/13/2007 02:39 PM
Tarazi/GrandRapids/URSCorp@URS
Corp
cc

Donna Dettling

From: Townsend, Roy [townsendr@wccroads.org]
Sent: Wednesday, January 09, 2008 2:02 PM
To: Townsend, Roy; Donna Dettling
Cc: Berkholz, Aaron
Subject: RE: guardrail

Donna,

The plans were supposed to be sent by URS to your office before the holidays. Aaron is checking with them to see what happened. The plan sheets you need to review are pages 13 and 30, and the guardrail is an MDOT and FHWA requirement per the MDOT standard plans, see attached link:
<http://mdotwas1.mdot.state.mi.us/public/design/englishstandardplans/index.htm>

Hopefully this should help.

Roy

-----Original Message-----

From: Donna Dettling [mailto:ddettling@villageofdexter.org]
Sent: Wednesday, January 02, 2008 1:00 PM
To: Townsend, Roy
Subject: guardrail

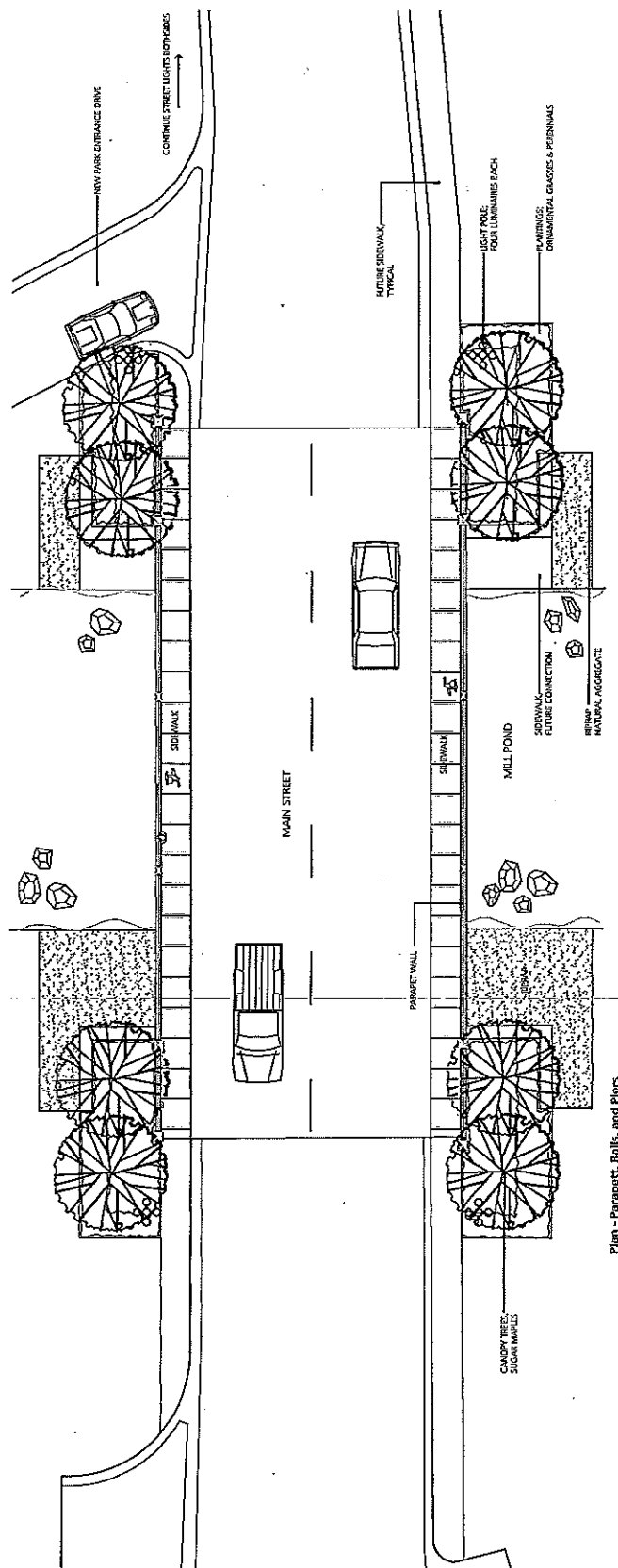
Roy,

My Board has asked for a written update from you regarding the placement of guardrails on the Main Street Bridge. Please site the appropriate standard used to determine the necessity of the guardrails. I will need this information by next Tuesday the 8th, email is fine.

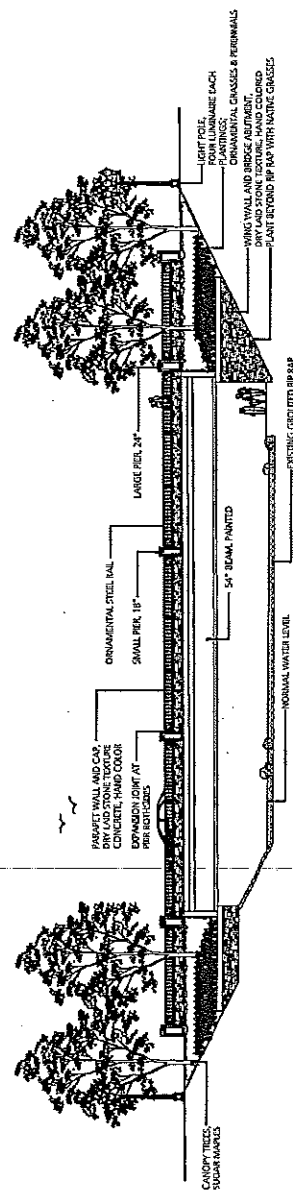
Thanks,

P.S. I have not seen a plan set that shows the guardrails, can you scan and attach just the design sheet that shows the guardrails, if it's available.

Donna Dettling
Village Manager
8140 Main Street
Dexter, MI 48130
Ph# 734-426-8303 X11
Fax# 734-426-5614

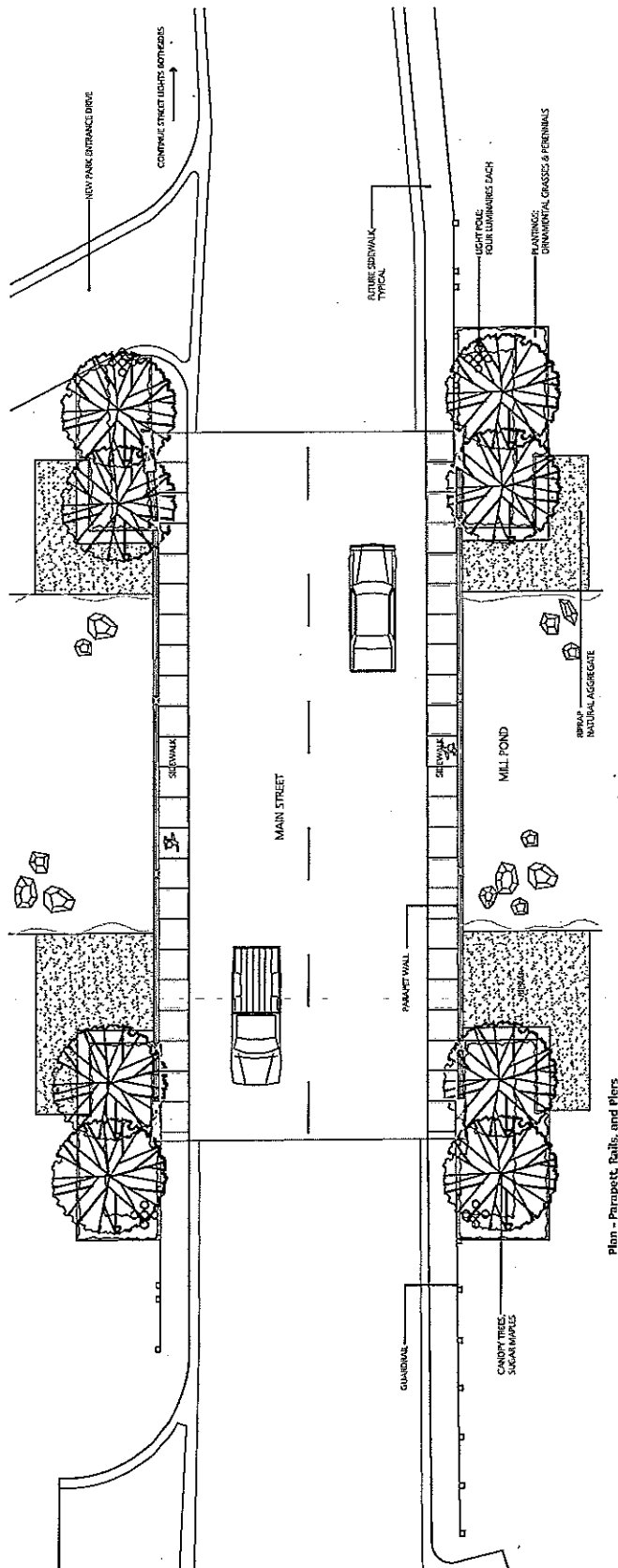


Plan - Parapet, Rails, and Piers

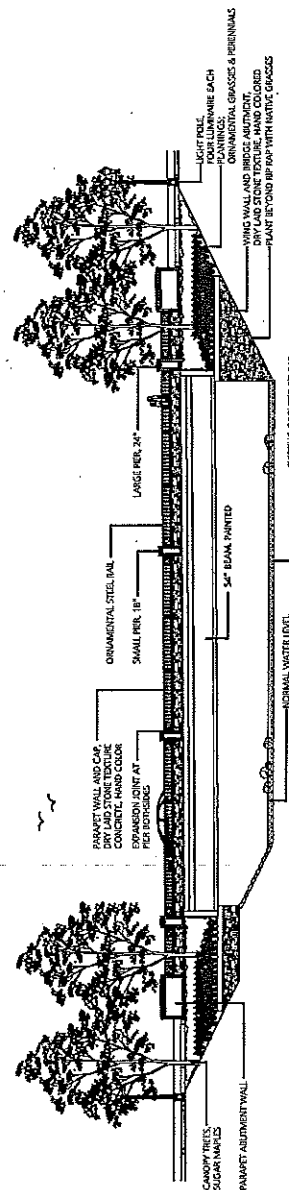


Elevation - Parapet, Rails, and Piers

Dater DD4
 Main Street Bridge
 Design Plan A



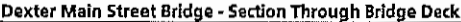
Plan - Parapett, Rails, and Piers



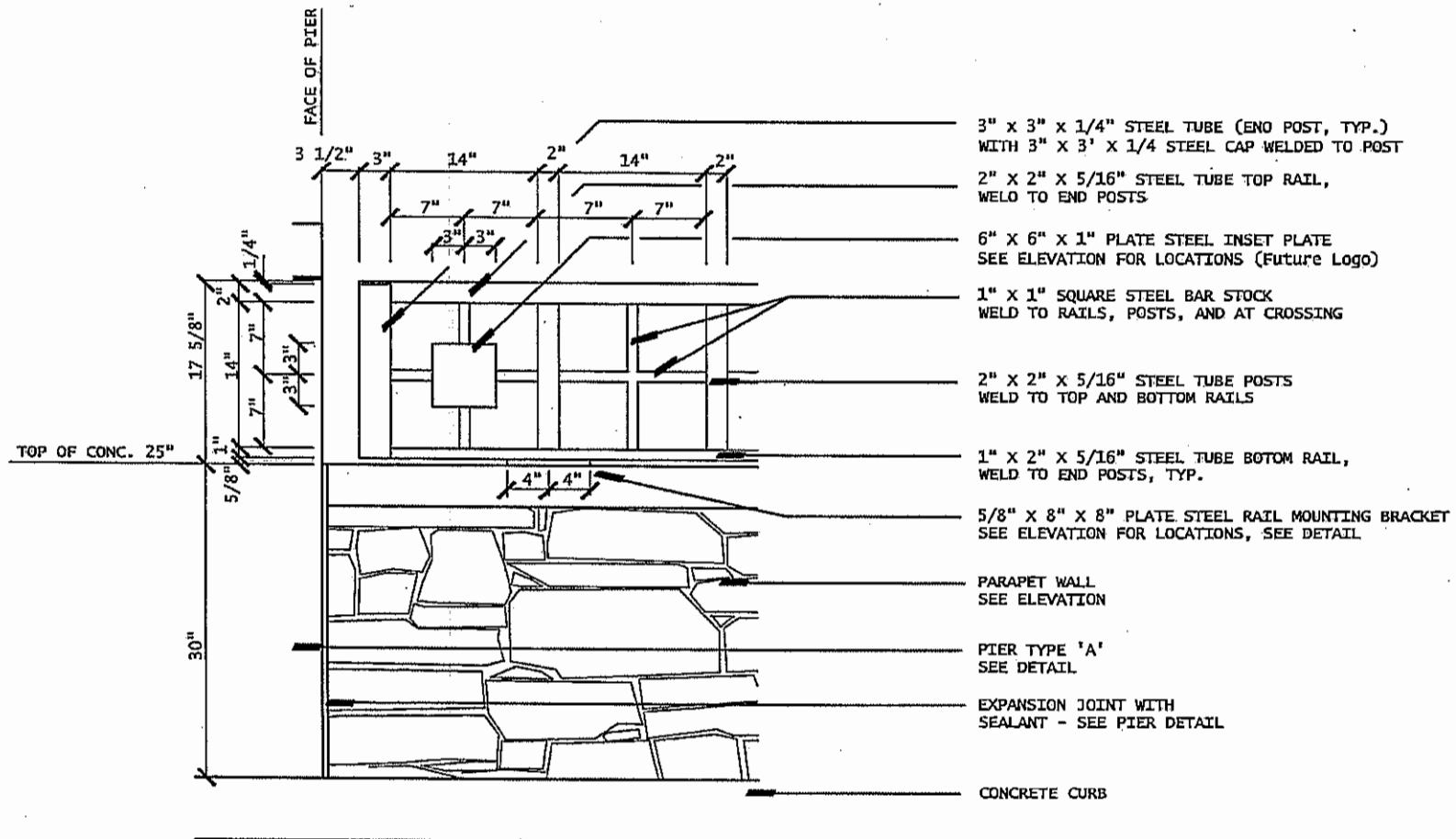
Elevation - Parapett, Rails, and Piers

Dexter DDA
Main Street Bridge
Design Plan B





NOVEMBER 2007
INQ TO SCALE



1

ELEVATION PARAPET WALL RAIL

NOT TO SCALE

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**UMRC Development Agreement
SUBCOMMITTEE MINUTES****THE VILLAGE OF DEXTER
TUESDAY, January 8, 2008****5:00pm****At Village Office 8123 Main Street**

Attendance: Donna Fisher, Jim Carson, Shawn Keough, Paul Cousins, Kate Collins, Jim Haeussler, Rhett Gronevelt and Donna Dettling. *This meeting was posted and open to the public.*

The group started out reviewing the pump station language and agreeing to separate the issues. Council asked for confirmation from OHM on the pump station flow attributed to Cedar's of Dexter at their December 20, 2007 meeting. The original number used in the Development Agreement was simply the remainder of the pump station cost, which may or may not equal the actual flows attributed to Cedar's of Dexter. The flows anticipated from Cedar's of Dexter are expected to utilize 13.8% of the pump station's capacity. This translates into \$16,612 of the remaining pump station cost share. It was agreed that this amount would be incorporated into section 4.3 and language referencing the waiver agreement would clarify that the waiver is to the Village of Dexter.

The group then reviewed the tree contribution work sheet prepared by Joe Semifero, which is included for your review. In this worksheet the \$210,000 was used to demonstrate that 1943 trees could be replaced over a 38-year period. The group then agreed in concept that this was a fair donation, and it preserves the village's ability over a longer period of time to replace all the trees removed at the site.

The village agreed to revise and propose adoption of the development agreement with the changes to section 3.4 and 4.3. A complete revised copy of the Development Agreement is included for your review.

Respectfully Submitted,
Donna Dettling, Village Manager

SPECIAL SUBCOMMITTEE MEETING
TUESDAY, JANUARY 8, 2008
5:00 p.m.


Village Offices – 8123 Main Street

1. Discussion: UMRC-Cedars of Dexter Development Agreement

- Review pump station cost share
- Determine tree contribution

"This meeting is open to all members of the public under Michigan Open Meetings Act"

Memorandum



OHM

Engineering Advisors

Date: January 4, 2008

To: Donna Dettling
Village Manager

From: Christine Cale, P.E.

Re: Capacity of the Westridge Pump Station

Dear Donna:

As requested, OHM reviewed the capacity of the Westridge pump station considering the proposed sewage flows from the Cedars of Dexter site.

Based on the sewage flows into the Westridge pump station, adequate capacity exists for the Cedars of Dexter site to flow into the pump station. The proposed flows from the Cedars of Dexter are anticipated to utilize 13.8% of pump station's capacity.

Please feel free to contact me if any additional information is needed.

Very Truly Yours,
Orchard, Hiltz & McCliment, Inc.

Christine A. Cale

Christine A. Cale, P.E.

SECTION 3: PROJECT CONSTRUCTION

3.1 Construction of the Improvements. The Developer agrees to build and construct the Improvements all in accordance with the approved Final Site Plan and complete the Project in accordance with the approved Final Site Plan and as provided in Section 19.08 (D) 1 of the Zoning Ordinance not later than three (3) years after the date of this Agreement; provided, however, that the Village, acting in its sole discretion, may grant the Developer additional time to complete its obligations in accordance with Section 19.15 of the Zoning Ordinance upon a showing of good cause. Any such extension shall be documented by a written agreement between the Developer and the Village Council.

3.2 Development Easements. Developer agrees to record with the Washtenaw County Register of Deeds the landscaping and drainage easements necessary for the completion of the Site Improvements covering land adjacent to the Project granted by the Dexter Area Historical Society, each in the form that has been approved by the Village;

3.3 Erosion Control: The Developer shall install all site grading, soil erosion and sedimentation control improvements as required by the Washtenaw County Building Service Soil Erosion Section so that storm water from the Project will not flow from the Project onto any adjacent owners property at such a rate or in such amounts as to cause damage to adjacent development, as set forth under the Soil Erosion and Sedimentation Control Act, Part 91 of Act 451, except as might occur due to a major storm event, such as a 100 year storm.

3.4 Landscaping: The Developer shall landscape in accordance with the approved Final Site Plan. All trees and plants required by the Village shall be guaranteed for two (2) years after planting. All required landscaping shall be installed within six (6) months after the issuance of a Final Zoning Compliance (defined below); provided, however, that the Village may, at its discretion, require the Developer to post a performance guaranty bond if the landscaping is not completed due to weather conditions. The Developer shall also meet Article 6, Section 6.14 of the Village of Dexter Zoning Ordinance, the Village's tree replacement standards. After planting trees pursuant to the Zoning Ordinance, as shown on the approved Final Site Plan, the Developer shall contribute \$210,000 to the Village Tree Replacement Program or other fund as established by the Village Tree Board, and controlled by the Village. The Developer contribution noted above shall be due and payable upon the issuance of the thirtieth (30th) certificate of occupancy for units in the Project, but not later than eighteen (18) months after the date of the issuance of the first certificate of occupancy.

3.5 Lighting. The Developer agrees to submit the lighting layout as shown on the approved Final Site Plan to DTE Energy, Outdoor Lighting Division for its approval. Upon receipt from DTE of a fixed price contract for the approved lighting, the Village will inform the Developer of the cost. Developer shall remit to Village an amount equal to fixed cost of installing the streetlights and decorative outdoor lighting at the Project (the "Lighting Installation Payment"), at which point the Village will execute the fixed price contract for lighting with DTE, pay over to DTE an amount equal to the Lighting Installation Payment and undertake commercially reasonable efforts to secure the performance of DTE under the lighting contract.

SECTION 4. INFRASTRUCTURE IMPROVEMENTS

4.1 Construction of the Infrastructure Improvements and Utilities. The Developer agrees to build and construct the Infrastructure Improvements and all required utilities in accordance with the approved Final Site Plan.

4.2 Inspections: All inspections for the Infrastructure Improvements will be performed by the Village or such other public entity having jurisdiction, including without limitation Webster Township and the Washtenaw County Road Commission. All applicable, reasonable, necessary, and documented fees for such inspections of the Infrastructure Improvements shall be paid by the Developer.

4.3 Sanitary Sewer Pump Station. The Developer proposes to connect to the Westridge of Dexter Sanitary Sewer Pump Station. Connection to the sanitary pump station prior to 2010 currently requires that the Village reimburse Peters Building Co. (the original developer of the pump station) up to one half (50%) of the cost of the sanitary sewer pump station. The original cost to construct the sanitary pump station was \$120,680.00. To date the Village has reimbursed 24.4% (\$29,446.00) for the connection of Dexter High School. The construction of the Project would normally require the payment of the remaining \$30,894.00 for the ability to connect to the sanitary pump station prior to 2010 with Peters Building Co.; however, the Developer has obtained a letter from Peters Building Co. indicating a waiver of pump station connection reimbursement charges owed by the Village, a copy of which is attached to this Agreement as Exhibit 7.

4.4 Water and Sewer Tap Fees: The Developer agrees to pay all fees related to tapping into and using the public water and sewer systems (collectively, the "Tap Fees") as adopted by the Village and generally applicable on the date of this Agreement, which is Eight Thousand and 00/100 Dollars (\$8,000.00) per unit. Each unit will be calculated as one (1) REU/Tap. The Tap Fee will be calculated at 1 REU for the caretaker apartment and 0.2/1000 sq ft (calculation for a banquet) for the remainder of the community center.

4.5 Storm Water Detention Maintenance: The Developer shall not allow any part of the storm water detention area to remain in an unkempt condition. The Developer agrees to follow the detention basin maintenance schedule provided on the approved Final Site Plan and attached hereto as Exhibit 4. Maintenance of the vegetation shown in the plan shall be consistent with the species identified on the maintenance plan. The Village and/or Washtenaw County Drain Commissioner retain the right to assume maintenance of the storm water detention areas if the Developer fails to provide minimum maintenance consistent with the aforementioned standards after a ten (10) day written notice is sent to the Developer. Any and all costs (including interest at the rate of one percent (1%) over the prime rate established by National City Bank which shall accrue on the amount billed until paid) incurred by the Village and/or the Washtenaw County Drain Commissioner in such maintenance and enforcement of these provisions shall be billed to the Developer. The Developer hereby consents, to the placement of a lien against the Property by the Village if maintenance costs are not paid within sixty (60) days

Donna Dettling**From:** Joe Semifero [jrsemifero@yahoo.com]**Sent:** Thursday, December 20, 2007 11:56 PM**To:** Jim Carson; Jim Smith; Donna Dettling; Donna Fisher; Paul Cousins; Shawn Keough; Ray Tell**Subject:** Tree Fund - \$210,000

I had to do some guessing to get close and then I ran the Goal Seek. Here is the sheet for \$210,000. (Actually \$210,318.45 - can't plant part of a tree.) It would take about 38 years planting 51 trees per year, starting with \$210,000. This would plant 1938 trees. Both spreadsheets are attached.

Joe

				Inflation		
		5%		3%		
	Balance	Interest	Trees	Tree Cost	Total Cost	
1	2008	\$ 210,318.45	-	51	\$ 150.00	\$ 7,650.00
2	2009	\$ 212,572.37	\$ 10,133.42	51	\$ 154.50	\$ 7,879.50
3	2010	\$ 214,691.13	\$ 10,234.64	51	\$ 159.14	\$ 8,115.89
4	2011	\$ 216,660.53	\$ 10,328.76	51	\$ 163.91	\$ 8,359.36
5	2012	\$ 218,465.45	\$ 10,415.06	51	\$ 168.83	\$ 8,610.14
6	2013	\$ 220,089.76	\$ 10,492.77	51	\$ 173.89	\$ 8,868.45
7	2014	\$ 221,516.33	\$ 10,561.07	51	\$ 179.11	\$ 9,134.50
8	2015	\$ 222,726.89	\$ 10,619.09	51	\$ 184.48	\$ 9,408.54
9	2016	\$ 223,702.01	\$ 10,665.92	51	\$ 190.02	\$ 9,690.79
10	2017	\$ 224,421.06	\$ 10,700.56	51	\$ 195.72	\$ 9,981.51
11	2018	\$ 224,862.08	\$ 10,721.98	51	\$ 201.59	\$ 10,280.96
12	2019	\$ 225,001.74	\$ 10,729.06	51	\$ 207.64	\$ 10,589.39
13	2020	\$ 224,815.29	\$ 10,720.62	51	\$ 213.86	\$ 10,907.07
14	2021	\$ 224,276.42	\$ 10,695.41	51	\$ 220.28	\$ 11,234.28
15	2022	\$ 223,357.21	\$ 10,652.11	51	\$ 226.89	\$ 11,571.31
16	2023	\$ 222,028.06	\$ 10,589.30	51	\$ 233.70	\$ 11,918.45
17	2024	\$ 220,257.53	\$ 10,505.48	51	\$ 240.71	\$ 12,276.00
18	2025	\$ 218,012.32	\$ 10,399.08	51	\$ 247.93	\$ 12,644.28
19	2026	\$ 215,257.11	\$ 10,268.40	51	\$ 255.36	\$ 13,023.61
20	2027	\$ 211,954.47	\$ 10,111.68	51	\$ 263.03	\$ 13,414.32
21	2028	\$ 208,064.72	\$ 9,927.01	51	\$ 270.92	\$ 13,816.75
22	2029	\$ 203,545.87	\$ 9,712.40	51	\$ 279.04	\$ 14,231.25
23	2030	\$ 198,353.41	\$ 9,465.73	51	\$ 287.42	\$ 14,658.19
24	2031	\$ 192,440.23	\$ 9,184.76	51	\$ 296.04	\$ 15,097.94
25	2032	\$ 185,756.47	\$ 8,867.11	51	\$ 304.92	\$ 15,550.87
26	2033	\$ 178,249.35	\$ 8,510.28	51	\$ 314.07	\$ 16,017.40
27	2034	\$ 169,863.03	\$ 8,111.60	51	\$ 323.49	\$ 16,497.92
28	2035	\$ 160,538.42	\$ 7,668.26	51	\$ 333.19	\$ 16,992.86
29	2036	\$ 150,213.05	\$ 7,177.28	51	\$ 343.19	\$ 17,502.65
30	2037	\$ 138,820.84	\$ 6,635.52	51	\$ 353.48	\$ 18,027.73
31	2038	\$ 126,291.94	\$ 6,039.66	51	\$ 364.09	\$ 18,568.56
32	2039	\$ 112,552.50	\$ 5,386.17	51	\$ 375.01	\$ 19,125.61
33	2040	\$ 97,524.46	\$ 4,671.34	51	\$ 386.26	\$ 19,699.38
34	2041	\$ 81,125.35	\$ 3,891.25	51	\$ 397.85	\$ 20,290.36
35	2042	\$ 63,268.02	\$ 3,041.75	51	\$ 409.79	\$ 20,899.08
36	2043	\$ 43,860.42	\$ 2,118.45	51	\$ 422.08	\$ 21,526.05
37	2044	\$ 22,805.31	\$ 1,116.72	51	\$ 434.74	\$ 22,171.83
38	2045	\$ 0.00	\$ 31.67	51	\$ 447.78	\$ 22,836.98

CEDARS OF DEXTER

DEVELOPMENT AGREEMENT

REVISED VERSION WITH EXHIBITS

PROPOSED FOR ADOPTION
JANUARY 14, 2008

CEDARS OF DEXTER
DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this 14th day of January 2008, by and between the Village of Dexter, a Michigan municipal corporation, of 8140 Main Street, Dexter, Michigan 48130 ("Village"), and United Methodist Retirement Communities, Inc., a Michigan non-profit corporation, of 805 West Middle Street, Chelsea, Michigan 48118 ("Developer").

- A. WHEREAS, certain land owned by the Developer in the Township of Webster has been conditionally transferred into the Village effective on the filing date with the Office of the Great Seal of the State of Michigan on December 29, 2006, pursuant to Exhibit 8 attached hereto, to be known as Cedars of Dexter, which land encompasses 14.78 acres of land, located on Island Lake Drive, in the Village of Dexter, Washtenaw County, Michigan and described in Exhibit 1 attached hereto;
- B. WHEREAS, Developer intends to develop the land for not more than sixty (60) senior housing attached residential rental units, one (1) community center of approximately 8,085 square feet and one (1) caretakers unit; and
- C. WHEREAS, the Developer desires to build all on-site and off-site infrastructure such as, but not limited to water mains, sanitary sewers, storm sewers, drainage facilities, driveways, roads, parking lots, sidewalks, curbs and gutters, street lighting and site amenities without the necessity of special assessments by the Village.

NOW, THEREFORE, in consideration of the mutual covenants between the Village and the Developer contained in this Agreement, the parties, intending to be legally bound, hereby agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this Agreement, the following terms and phrases shall be defined as described below:

1.1 Approved Area Plan/Preliminary Site Plan: The Area Plan/Preliminary Site Plan approved by the Village Council governing Planned Unit Development Projects, on November 27, 2006, and attached hereto as Exhibit 2.

1.2 Buildings: The approximately sixty (60) senior housing attached residential rental units, the one (1) community center approximately 8,085 square feet and the one (1) caretaker's unit, all to be constructed by the Developer on the Property.

1.3 Developer: United Methodist Retirement Communities, Inc., a Michigan non-profit corporation, of 805 West Middle Street, Chelsea, Michigan 48118, its successors and/or assigns. In the event of a transfer of ownership, the Developer, as defined above, shall remain responsible for the performance of any of its obligations hereunder that have matured and are unperformed as of the date of transfer.

1.4 Final Site Plan: The detailed site plan and related drawings of the Project submitted and reviewed by the Village in accordance with Article 21, Section .04-E, of the Village Zoning Ordinance and attached hereto as Exhibit 6, as approved by the Village Council on September 24, 2007.

1.5 Improvements: The Buildings, Infrastructure Improvements and the Site Improvements, collectively.

1.6 Infrastructure Improvements: The infrastructure and site improvements required for the Project that will be dedicated to the Village upon completion, including without limitation, the underground sanitary sewer and water lines to the point of private taps in the Project.

1.7 Parties: The Developer and the Village.

1.8 Project: The development on the Property of not more than sixty (60) senior housing attached residential rental units, one (1) community center approximately 8,085 square feet and one (1) caretakers unit, together with all necessary infrastructure and related improvements required by the Area Plan/Preliminary Site Plan and the approved Final Site Plan.

1.9 Property: Certain land located in the Village of Dexter along Island Lake Road that has been conditionally transferred from Webster Township as part of an existing PA 425 agreement signed in 1997, encompassing 14.78 acres of land, more or less, as more particularly described in Exhibit 1 attached to this Agreement.

1.10 Site Improvements: The infrastructure and site improvements at the Project that will remain privately owned, whether by the Developer or its successors, upon completion, including without limitation, the roads, curbs, sidewalks and parking areas that service the Project

1.11 Village: The Village of Dexter, a Michigan municipal corporation, Washtenaw County, Michigan.

1.12 Zoning Ordinance: The Zoning Ordinance adopted by the Village and in effect as of the date of this Agreement and all amendments to the Zoning Ordinance that may be adopted

by the Village after the effective date of this Agreement, but only to the extent such amendments do not preclude development of the Project consistent with the terms of this Agreement, the Approved Area Plan/Preliminary Site Plan and the approved Final Site Plan.

SECTION 2. GENERAL DEVELOPER COMMITMENTS

2.1 Final Site Plan Compliance: The Developer agrees to develop and construct the Project as detailed on the approved Final Site Plan. Developer has prepared and submitted a proposed Final Site Plan for approval by the Village pursuant to Article 21 of the Zoning Ordinance that corresponds in all material respects to the Approved Area Plan/Preliminary Site Plan attached as Exhibit 2, except for minor differences resulting from the Village's requested modifications. To the extent there is a conflict between the Approved Area Plan/Preliminary Site Plan and the approved Final Site Plan, latter shall govern and control.

2.2 Zoning Ordinance Compliance: The Developer agrees to abide by and adhere to the Zoning Ordinance. To the extent there is a conflict between the Zoning Ordinance with either the Approved Area Plan/Preliminary Site Plan or the approved Final Site Plan, the Approved Area Plan/Preliminary Site Plan or approved Final Site Plan shall govern and control.

2.3 Recreational Pathways: The Developer agrees to use its best efforts to coordinate with adjacent property owners and jurisdictions to assure that future construction of pedestrian and bicycle pathways or open space, be permitted and constructed to connect with the Cedars of Dexter pathway network contemplated in the approved Final Site Plan. As part of its compliance with the open space requirements for the Project required by the Zoning Ordinance or approved Final Site Plan, the Developer will use its best efforts provide or obtain recreational opportunities appropriate for residents at the Project.

2.4 Social Impact: The Developer shall provide space within the Community Center for the Dexter Senior Center to gather for classes and functions on reasonable terms and conditions, allowing growth opportunities for the Dexter Senior Center. The Developer will provide transportation free of charge for its residents to the Dexter Senior Center for daily activities and classes in cooperation with the Dexter Senior Center.

2.5 Compliance with Law: Developer shall, at its own cost and expense, comply with all current laws, ordinances, requirements, orders, directives, rules and regulations of any governmental body (including without limitation all building codes and zoning ordinances) that apply to the Project during the course of its development.

2.6 Project Tax Exemption. If all or any portion of the Project should obtain an exemption from property tax, whether resulting from a change in ownership, change in use or change in the law, the Developer covenants and agrees to negotiate with the Village in good faith to reach agreement upon a payment-in-lieu of taxes from the Developer to the Village for emergency services to compensate for the loss to the Village in property tax revenues. The Parties agree that this provision will survive the expiration or other termination of this Agreement for a period of twelve (12) years from the date of this Agreement.

SECTION 3. PROJECT CONSTRUCTION

3.1 Construction of the Improvements. The Developer agrees to build and construct the Improvements all in accordance with the approved Final Site Plan and complete the Project in accordance with the approved Final Site Plan and as provided in Section 19.08 (D) 1 of the Zoning Ordinance not later than three (3) years after the date of this Agreement; provided, however, that the Village, acting in its sole discretion, may grant the Developer additional time to complete its obligations in accordance with Section 19.15 of the Zoning Ordinance upon a showing of good cause. Any such extension shall be documented by a written agreement between the Developer and the Village Council.

3.2 Development Easements. Developer agrees to record with the Washtenaw County Register of Deeds the landscaping and drainage easements necessary for the completion of the Site Improvements covering land adjacent to the Project granted by the Dexter Area Historical Society, each in the form that has been approved by the Village;

3.3 Erosion Control: The Developer shall install all site grading, soil erosion and sedimentation control improvements as required by the Washtenaw County Building Service Soil Erosion Section so that storm water from the Project will not flow from the Project onto any adjacent owners property at such a rate or in such amounts as to cause damage to adjacent development, as set forth under the Soil Erosion and Sedimentation Control Act, Part 91 of Act 451, except as might occur due to a major storm event, such as a 100 year storm.

3.4 Landscaping: The Developer shall landscape in accordance with the approved Final Site Plan. All trees and plants required by the Village shall be guaranteed for two (2) years after planting. All required landscaping shall be installed within six (6) months after the issuance of a Final Zoning Compliance (defined below); provided, however, that the Village may, at its discretion, require the Developer to post a performance guaranty bond if the landscaping is not completed due to weather conditions. The Developer shall also meet Article 6, Section 6.14 of the Village of Dexter Zoning Ordinance, the Village's tree replacement standards. After planting trees pursuant to the Zoning Ordinance, as shown on the approved Final Site Plan, the Developer shall contribute \$210,318 to the Village Tree Replacement Program or other fund as established by the Village Tree Board, and controlled by the Village. The Developer contribution noted above shall be due and payable upon the issuance of the thirtieth (30th) certificate of occupancy for units in the Project, but not later than eighteen (18) months after the date of the issuance of the first certificate of occupancy.

3.5 Lighting. The Developer agrees to submit the lighting layout as shown on the approved Final Site Plan to DTE Energy, Outdoor Lighting Division for its approval. Upon receipt from DTE of a fixed price contract for the approved lighting, the Village will inform the Developer of the cost. Developer shall remit to Village an amount equal to fixed cost of installing the streetlights and decorative outdoor lighting at the Project (the "Lighting Installation Payment"), at which point the Village will execute the fixed price contract for lighting with DTE, pay over to DTE an amount equal to the Lighting Installation Payment and undertake commercially reasonable efforts to secure the performance of DTE under the lighting contract.

3.6 Inspections. Developer will permit customary inspections of the Improvements to be performed by the Village engineering inspectors. Upon request, the Developer will provide such information as is reasonably requested by the Village inspectors with respect to the Improvements, including but not limited to testing results and engineering reports related to any of the Improvements. Developer will also reimburse the Village for the cost of the inspectors' reasonable, necessary and documented time for inspection of the Infrastructure Improvements, such amount to be paid by the Developer as a condition to the acceptance by the Village of a dedication of all or any portion of the Infrastructure Improvements and to the issuance of any certificate of occupancy for any portion of the Project.

3.7 Rubbish Removal: The Developer shall remove all discarded building materials and rubbish from the Project at least once each month during construction of improvements and within one (1) month of completion or abandonment of construction. No burning or burying of discarded construction material shall be allowed. At the Developer's discretion, material that can be environmentally recycled may be re-used on the Project.

3.8 Issuance of Zoning Compliance and Occupancy Certificates: Except as set forth below, the Village shall issue a certificate of final zoning compliance in the customary form (the "Final Zoning Compliance") for the Project when all Improvements required by this Agreement and the approved Final Site Plan have been completed in accordance with the terms and conditions of this Agreement. Notwithstanding the foregoing, the Village shall issue a Final Zoning Compliance for a portion of the completed Improvements at the Project that meet all generally applicable criteria for same for the sole purpose of allowing the Developer to obtain a certificate of occupancy in its customary form from the Village for a completed Building. In the event a Final Zoning Compliance is requested for any Building in the Project prior to completion of all Infrastructure Improvements required by this Agreement as set forth in the approved Final Site Plan, the Village may, in its sole and unfettered discretion, condition the issuance of such Final Zoning Compliance upon the delivery by the Developer of security in the form of a performance guarantee bond (cash deposit or irrevocable letter of credit) to the Village to ensure the completion of all Infrastructure Improvements required by the approved Final Site Plan that serve the applicable Building. The amount and form of any such performance guarantee bond shall be in accordance with the Resolution establishing performance guarantee amounts, attached hereto as Exhibit 5. No Final Zoning Compliance will be given for a Building unless any required performance guarantee bond is posted or all Infrastructure Improvements and Site Improvements serving such Building are completed. In the event the Developer is unable to meet these terms due to timing, weather, etc. prior to the request for a Final Zoning Compliance Certificate, the Developer agrees to post a Performance Guarantee Bond, in the form of a bond mutually agreeable to both parties, cash deposit or irrevocable letter of credit, for any of the foregoing improvements per Article 21 of the Village of Dexter Zoning Ordinance on a per building basis, except that the Developer shall have installed an all weather surface on the road before issuance of any full or partial Final Zoning Compliance Certificate.

SECTION 4. INFRASTRUCTURE IMPROVEMENTS

4.1 Construction of the Infrastructure Improvements and Utilities. The Developer agrees to build and construct the Infrastructure Improvements and all required utilities in accordance with the approved Final Site Plan.

4.2 Inspections: All inspections for the Infrastructure Improvements will be performed by the Village or such other public entity having jurisdiction, including without limitation Webster Township and the Washtenaw County Road Commission. All applicable, reasonable, necessary, and documented fees for such inspections of the Infrastructure Improvements shall be paid by the Developer.

4.3 Sanitary Sewer Pump Station. The Developer proposes to connect to the Westridge of Dexter Sanitary Sewer Pump Station. Connection to the sanitary pump station prior to 2010 currently requires that the Village reimburse Peters Building Co. (the original developer of the pump station) up to one half (50%) of the cost of the sanitary sewer pump station. The original cost to construct the sanitary pump station was \$120,680.00. To date the Village has reimbursed 24.4% (\$29,446.00) for the connection of Dexter High School. The construction of the Project would normally require the payment of a prorated portion of the remaining pump station cost share. Based on calculations from the Village Engineer, the proposed flows from the Cedars of Dexter are expected to utilize 13.8% of the pump station's remaining capacity. This translates into a \$16,612 reimbursement to Peters Building Co for the ability to connect to the sanitary pump station prior to 2010. Peters Building Co. has agreed to waive this obligation to the village and has provided a letter indicating a waiver of pump station connection reimbursement charge of \$16,612 owed by the Village, a copy of which is attached to this Agreement as Exhibit 7.

4.4 Water and Sewer Tap Fees: The Developer agrees to pay all fees related to tapping into and using the public water and sewer systems (collectively, the "Tap Fees") as adopted by the Village and generally applicable on the date of this Agreement, which is Eight Thousand and 00/100 Dollars (\$8,000.00) per unit. Each unit will be calculated as one (1) REU/Tap. The Tap Fee will be calculated at 1 REU for the caretaker apartment and 0.2/1000 sq ft (calculation for a banquet) for the remainder of the community center.

4.5 Storm Water Detention Maintenance: The Developer shall not allow any part of the storm water detention area to remain in an unkempt condition. The Developer agrees to follow the detention basin maintenance schedule provided on the approved Final Site Plan and attached hereto as Exhibit 4. Maintenance of the vegetation shown in the plan shall be consistent with the species identified on the maintenance plan. The Village and/or Washtenaw County Drain Commissioner retain the right to assume maintenance of the storm water detention areas if the Developer fails to provide minimum maintenance consistent with the aforementioned standards after a ten (10) day written notice is sent to the Developer. Any and all costs (including interest at the rate of one percent (1%) over the prime rate established by National City Bank which shall accrue on the amount billed until paid) incurred by the Village and/or the Washtenaw County Drain Commissioner in such maintenance and enforcement of these

provisions shall be billed to the Developer. The Developer hereby consents, to the placement of a lien against the Property by the Village if maintenance costs are not paid within sixty (60) days of invoice date. The Village reserves the right to take any action it deems necessary to remedy any nuisance under the Village Nuisance Ordinance.

4.6 Additional Drainage Requirements: Before Developer may commence construction of the Infrastructure Improvements, suitable easement and/or maintenance agreements for drainage and/or storm system inspection, maintenance and repair must be approved by (i) all municipal entities having jurisdiction and (ii) all private entities owning real property where any portion of the Infrastructure Improvements are located.

4.7 Dedication: The Developer shall dedicate to the Village all Infrastructure Improvements that meet the criteria established by the Village and attached to this Agreement as Exhibit 3. Prior to any dedication of the Infrastructure Improvements, the Developer shall provide three (3) copies of record drawings (as-built drawings), showing that the Infrastructure Improvements have been constructed and installed per Village specifications, including any required detention areas and all necessary grading and paving prior to dedication. Developer also agrees to post a maintenance and guarantee bond in the amount of fifty percent (50%) of the actual final cost of the Infrastructure Improvements. Said bond shall be in effect for two (2) years subsequent to the acceptance by the Village of the dedicated Infrastructure Improvements. If the Infrastructure Improvements have been completed in compliance with the approved Final Site Plan, the Village shall accept dedication, but only (i) if the Developer is not otherwise in default past applicable grace and cure periods under this Agreement and (ii) after the Village engineers have inspected and approved the Infrastructure Improvements to determine their compliance with the applicable Village standards.

SECTION 5. PROJECT ROADS

5.1 Status: The roads within the Project will be private and remain private unless otherwise approved by the Village Council in connection with a Developer request to dedicate same. There shall be no obligation on the part of the Village to accept any such dedication.

5.2 Traffic Control Order. Developer will obtain a Traffic Control Order for the Project reasonably acceptable to the Village for the purpose of ensuring that the Michigan Uniform Traffic Code laws are enforceable by the Washtenaw County Sheriff's Department on the private roads within the Project. The Village agrees to cooperate as reasonably necessary to assist the Developer in obtaining a Traffic Control Order, provided that all fees, costs or charges are paid or reimbursed by the Developer.

5.3 Signage: The Developer agrees to install public and private road signs in accordance with the approved Final Site Plan. The Developer agrees to post "No Parking This Side of Street" signs on one side of each street. Unless the approved Final Site Plan specifies a contrary standard, all signage shall meet the requirements of the Michigan Manual of Uniform Traffic Control Devices.

5.4 Island Lake Road Right-of-Way: Prior to the commencement of any construction of the Infrastructure Improvements, the Developer must obtain access approval onto Island Lake Road from the Washtenaw County Road Commission and incorporate the approved plans into the Final Site Plan.

5.5 Emergency Access Obligations. The Developer shall provide an access easement and a service lead for an electrical connection for the emergency siren to be installed by the Village on an adjacent DTE Energy utility right-of-way. In addition, the Developer, at its sole cost and expense, shall install, maintain, repair, and replace break away bollards at all emergency access locations within the Project.

SECTION 6. PROJECT OPERATION, REPAIR AND MAINTENANCE

6.1 Maintenance of Property: The Developer shall maintain, repair and replace all improvements at the Project including landscaping, drains and storm water detention facilities. The Developer will assure that public and common areas will be or have been irrevocably committed for that purpose and provide the Village with a means of legally enforcing such commitments reasonably satisfactory to the Village. The Project will be maintained in compliance with all regulations and standards applicable to retirement communities and operated in a first class manner. Grass in open lawn areas shall not exceed eight (8) inches in height. The Developer shall be responsible for the removal of snow from the walk to be located along Island Lake Road (as defined below) that will serve as a future sidewalk extension to connect the Project to the Village. Hazardous conditions caused by fallen trees and other dangerous circumstances shall be remedied within forty-eight (48) hours, weather permitting. Open excavations or open basements that are not part of current construction are not permitted and must be secured to prevent dangerous circumstances.

6.2 Village Maintenance Rights. The Village retains the right to assume maintenance of the Property if the Developer fails to provide minimum maintenance consistent with these aforementioned standards after a ten (10) day written notice is sent in accordance with the Village of Dexter Nuisance Ordinance. Any and all costs (including interest at the rate of one percent (1%) over the prime rate established by National City Bank which shall accrue on the amount billed until paid) incurred by the Village in such maintenance and enforcement of these provisions shall be billed to the Developer. The Developer hereby consents, to the placement of a lien against the Property by the Village if maintenance costs are not paid within sixty (60) days of invoice date. The Village reserves the right to take any action it deems necessary to remedy any nuisance under the Village Nuisance Ordinance.

SECTION 7. INDEMNIFICATION AND INSURANCE

7.1 Indemnification: The Developer shall defend, indemnify, and hold harmless the Village, together with its officers, employees, agents and assigns, against any and all claims, suits, demands, causes of action, liabilities, and judgments, whether for damages or equitable relief, arising out of: (i) any alleged negligent act(s) by the Developer or its agents, successors and assigns, concerning the Project; (ii) any breach of this Agreement by the Developer; (iii) the

Developer's improvements or access to public rights-of-ways, utilities or other public infrastructure with respect to the Project; or (iv) any other claims otherwise arising out of this Agreement or concerning the Project, except as set forth in Section 7.2 not caused by or arising from the negligence or willful misconduct the Village. The Developer shall indemnify the Village for all damages and reasonable costs associated with the defense of such claims or suits, including reasonable attorney fees. In the event any legal action or administrative proceeding is brought against the Village by reason of any such claim, the Village shall be entitled to retain counsel.

7.2 Limitation. The indemnification provided by the Developer in Section 7.1 shall not apply to claims, suits or damages arising out of the Village's negligence, the Village's failure to perform contractual obligations or the Village's violations of local, state or federal laws.

SECTION 8. VILLAGE OF DEXTER COMMITMENTS

8.1 PA 425 Conditional Transfer: The Developer's land (14.78 acres) has been conditionally transferred to the Village pursuant to the 1997 PA 425 Conditional Transfer Agreement with Webster Township, as is evidenced by Exhibit 8 attached hereto. The Developer has received approval of the Land Division from Webster Township.

8.2 Inspection: The Village agrees to provide timely and reasonable Village inspections as may be required during construction of the Improvements.

8.3 Recordation: The Village agrees to cooperate in the recordation of this Agreement with the Washtenaw County Register of Deeds. However, the Developer shall ensure the timely recordation of this Agreement, and forward copies of the recorded Agreement to the Village Clerk and the Webster Township Clerk.

8.4 Issuance of Permits: The Village agrees to issue Final Zoning Compliance on the terms and conditions generally applicable under the Zoning Ordinance at the time Developer makes a request for same as provided in section 3.8 above.

8.5 Acceptance of Dedication: The Village agrees to accept dedication of public infrastructure to the public provided the Developer has complied with the requirements of Section 4.7 above.

8.6 Issuance of Taps: The Village agrees to provide sanitary sewer and water taps to serve not more than sixty (60) senior housing attached residential rental units, one (1) caretaker unit and one (1) 8,085 square foot community center in accordance with the approved Final Site Plan. The Developer acknowledges and agrees that (i) the Village cannot guarantee when water and sanitary sewer capacity within the Village limits will be available for this Project and that Developer is proceeding at its own risk and (ii) the Developer shall pay all fees or charges under Section 4.4 above in connection with any taps that may be provided by the Village on the same terms and conditions generally applicable to such requests in the Village.

8.7 UMRC Tree Contribution. The Village shall establish a Tree Replacement Program and maintain it in compliance with applicable law and good accounting practice.

SECTION 9. CONDITIONS

9.1 Island Lake Road Access: The Parties acknowledge that the Project requires access to and from Island Lake Road, which is under the jurisdiction of the Washtenaw County Road Commission. This Agreement is subject to a condition subsequent that the Washtenaw County Road Commission grant an access point to the Project.

9.2 Landscaping Easement: The parties acknowledge that the Project proposes an easement for landscaping and storm water detention on property owned by the Dexter Area Historical Museum. This agreement is subject to a condition that an easement agreement for both Landscaping and Detention be reviewed, approved and recorded by the Village and the Dexter Area Historical Society.

SECTION 10. DEFAULT AND REMEDIES

10.1 Default by Developer. The occurrence of any of the following events shall be a default by Developer under this Agreement: (i) Developer fails to pay when due (or within thirty (30) days after written notice of such failure to pay from the Village to Developer) any payment obligations to the Village under this Agreement, (ii) Developer fails to cure its failure to perform any other covenant, agreement, obligation, term or condition set forth in this Agreement within thirty (30) days after written notice thereof from Village to Developer; provided, however, that if such default is susceptible of cure but such cure cannot be accomplished with reasonable diligence within thirty (30) days, then, so long as the Developer commences to cure such default promptly after receipt of notice thereof from Village, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, (iii) Any material representation or warranty made in this Agreement or in connection with any application or commitment relating to the Project is materially false or misleading in any material respect at the time made, and the same has a materially adverse affect on the Project, (iv) a failure by the Developer to pay the property taxes levied against the Project or (v) any dissolution, termination, or partial or complete liquidation of Developer prior to completion of the Project.

10.2 Remedies of Village. In the event of a default by the Developer under this Agreement, the Village may pursue all rights and remedies available at law or in equity, including without limitation (i) the right to terminate this Agreement, (ii) the lien rights specifically set forth in this Agreement and (iii) the right to refuse any dedication by the Developer of the Infrastructure Improvements.

10.3 Default by the Village. The occurrence of any of the following events shall be a default by the Village under this Agreement: (i) Village fails to pay when due (or within ten (10) days after written notice of such failure to pay from the Developer to the Village) any payment obligations to the Developer under this Agreement, (ii) Village fails to cure its failure to

perform any other covenant, agreement, obligation, term or condition set forth in this Agreement within thirty (30) days after written notice thereof from Developer to Village; provided, however, that if such default is susceptible of cure but such cure cannot be accomplished with reasonable diligence within thirty (30) days, then, so long as the Village commences to cure such default promptly after receipt of notice thereof from Developer, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, or (iii) any material representation or warranty made in this Agreement is materially false or misleading in any material respect at the time made, and the same has a materially adverse affect on the Project.

10.4 Remedies of Developer. In the event of a default by the Village under this Agreement, the rights and remedies of the Developer shall be limited to (i) termination of this Agreement upon written notice to the Village and (ii) actual damages. The Village shall not be liable to the Developer for any consequential or speculative damages under any circumstances.

SECTION 11. MISCELLANEOUS PROVISIONS

11.1 Agreement Runs with Land: This Agreement shall run with the Property and bind and inure to the benefit of all subsequent owners of all or any portion of the Property.

11.2 Future Rights-of-Way: The Developer irrevocably waives any objections to future right-of-way improvements within the sixty (60) foot half road rights-of-way adjacent to the Property made or approved by the Village, Washtenaw County or the Washtenaw County Road Commission located along Island Lake Road or Dexter Pinckney Road. Developer acknowledges and agrees that the Village will have all rights available at law or in equity to enforce this waiver, including without limitation the award of injunctive relief.

11.3 Amendments: Amendments to the Final Site Plan and this Agreement must be reviewed and approved by the Village Council in accordance with its Ordinance.

11.4 Binding Effect: Upon the approval by the Village of the Final Site Plan, the covenants, agreements, terms, provisions and conditions of this Agreement shall bind and benefit the several respective representatives, successors and assigns of the Parties. The obligations of the Developer contained herein shall be binding on successors and assigns in ownership of the Project. If the Developer is comprised of more than one person or entity, such persons or entities shall be jointly and severally liable for the obligations of the Developer under this Agreement.

11.5 Transfer of Agreement: In the event the Developer transfers the Property in bulk, the Developer agrees to provide the Village with a copy of the deed the Developer delivers to any such transferee, which deed shall be expressly subject to this Agreement.

11.6 Severability: The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions of this Agreement unenforceable, illegal or invalid.

11.7 Whole Agreement: This Agreement contains all of the agreements of the parties and cannot be amended or modified except by the mutual consent of the parties in writing.

[signatures on the following page]

IN WITNESS WHEREOF, the parties have set their hands and seals the day first above written. This Agreement is not intended to create contractual right for third parties. It may be enforced, amended or rescinded only by the parties or their successors in interest.

DEVELOPER:
United Methodist Retirement Communities,
Inc., a Michigan non-profit corporation

VILLAGE:
Village of Dexter, a Michigan municipal
corporation

By: _____

By: _____

Shawn Keough, Village President

Its: _____

By: _____

David F. Boyle, Clerk

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On this _____ day of January 2008 before me personally appeared _____, the _____ of United Methodist Retirement Communities, Inc., a Michigan non-profit corporation, on behalf of the corporation.

_____, Notary Public
_____ County, Michigan
Acting in Washtenaw County
My Commission Expires: _____

STATE OF MICHIGAN, COUNTY OF WASHTENAW.

On this ____ day of January, 2008, before me personally appeared Shawn Keough and David F. Boyle, of the Village of Dexter, to me known to be the persons who executed this foregoing instrument, and to me known to be the President and Clerk, respectively, of said Village of Dexter and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said Village of Dexter by its authority.

_____, Notary Public
_____, County, Michigan
Acting in Washtenaw County
My Commission Expires: _____

Prepared by:
Allison Bishop, Community Development
Village of Dexter
8140 Main Street
Dexter, Michigan 48130

After Recording Return To:
Donna Dettling, Village Manager
Village of Dexter
8140 Main Street
Dexter, Michigan 48130

EXHIBIT 1
PROPERTY LEGAL DESCRIPTION

PARCEL 1A

Property located in the Township of Webster, Washtenaw County, Michigan, described as follows: Commencing at the Southwest corner of Section 31, T1S, R5E, Webster Township, Washtenaw County, Michigan, thence N02°53'00"W 364.46 feet along the West line of said Section 31 to the POINT OF BEGINNING; thence continuing N02°53'00"W 1181.66 feet along the West line of said Section 31; thence S62°31'28"E 284.56 feet along the centerline of Island Lake Road; thence S56°57'50"E 852.64 feet along the centerline of Island Lake Road; thence S21°25'18"W 152.69 feet; thence S23°51'02"W 78.23 feet; thence S62°10'51"W 101.34 feet; thence N80°37'20"W 89.25 feet; thence S62°49'21"W 268.00 feet; thence S01°39'33"E 106.36 feet; thence S77°50'09"W 109.10 feet; thence S63°39'40"W 145.16 feet; thence S82°49'30"W 172.00 feet to the Point of Beginning. Being a part of the Southwest 1/4 of Section 31, T1S, R5E, Webster Township, Washtenaw County, Michigan and containing 14.78 acres of land, more or less. Being subject to the rights of the public over the Southwesterly 33 feet of Island Lake Road. Also being subject to easements and restrictions of record, if any.

EXHIBIT 2

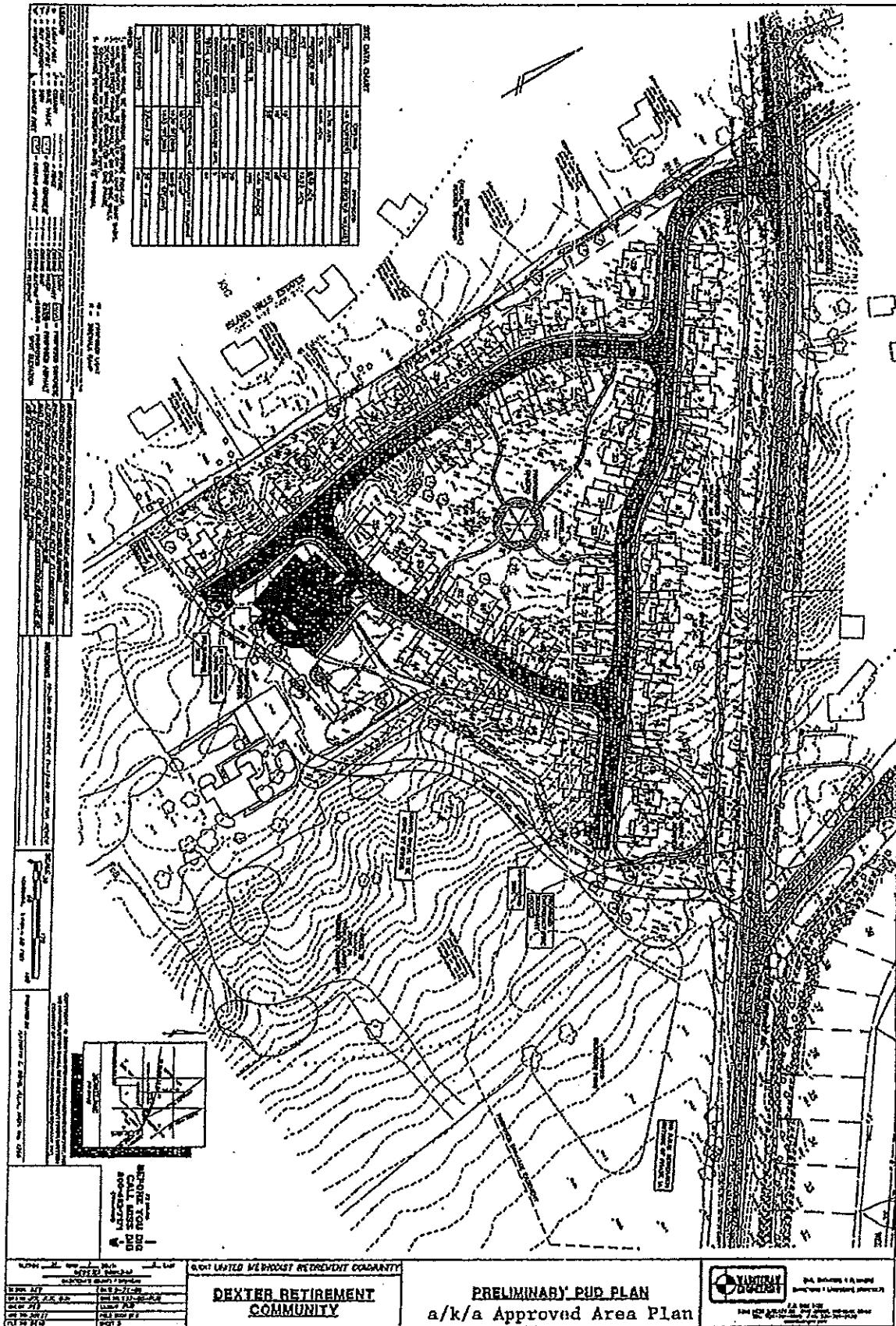


EXHIBIT 3

VILLAGE OF DEXTER Dedication of Public Streets and Utilities

Upon the completed installation of streets and or water, sewer, storm utilities by a developer, the Village will consider the acceptance of the streets and utilities as public. The following is a checklist for the dedication process.

1. **Inspections** - Inspections for asphalt or concrete roads will be performed after construction of buildings are complete unless special arrangements are made and approved by the Village* (see page 2). Inspection of asphalt roads must be performed prior to placing the final wearing course. Prior to inspections of new roads, the developer shall provide copies of compaction testing, aggregate base thickness measurements, and asphalt thickness measurements. Verification that adequate inspection and testing of water and sewer mains occurred during the project will be necessary. This work is the responsibility of the developer, and the results will be submitted to the Village for review. The Village Community Development Office (CDO) will also conduct a final site inspection upon request from the developer. The CDO will inspect for site plan compliance, including but not limited to, landscaping, open space, signage, etc. After review, the Village Engineer, and the Department of Public Services (DPS) shall also conduct an on-site inspection. OHM and the DPS will issue Punch lists. Upon completion of punch lists correspondence accepting the project will be issued by OHM and DPS. Final acceptance will proceed when the following documents have been issued:

- a.) A letter from OHM stating completion of the punch list, acceptance of the project, and correspondence indicating that OHM supports dedication of the project.
- b.) A letter from the Superintendent of Public Services stating completion of the punch list, acceptance of the project, and correspondence indicating that DPS supports dedication of the project.
- c.) A final inspection correspondence from the Community Development Manager stating completion of the site plan punch list, acceptance of the project and correspondence indicating that the CDO supports dedication of the project.

2. **Maintenance/Repair** - if any problems are identified by the on-site inspection (punch list) and or the review of the test or roadway data, the developer must correct these problems before the process can continue. Once all problems on the punch list have been corrected, the wearing course for asphalt roads is placed.

3. **Survey** - The applicant must provide Sealed Engineer's drawings of the roadway sections and underground utilities proposed for dedication as public in each new development. The applicant must also provide written legal descriptions of the streets, underground utility easements and/or other easements. This information shall be provided on 8 1/2 x 14 legal size paper.

4. **Maintenance and Guarantee Bond** - A two-year Maintenance and Guarantee Bond in the amount equal to one half of the cost of construction of the public utilities, roadway pavement, sidewalks, curb, gutter, water mains, sanitary sewers and storm drains shall be posted by the

This document is intended to be a guide for the dedication process, and has not been adopted as a formal policy. The Village continues to evaluate the effectiveness of this process, and may from time to time enhance this process to better serve the public.

developer with the Village. The amount of this bond will be based on either the signed contract for the work or on an estimate by a professional engineer. The basis of the bond amount shall be submitted to the Village for review prior to the posting of the Maintenance and Guarantee Bond. An extended term on the Bond will be required for developments in which less than 100% of the buildings are constructed. Details of this requirement appear on page 2 under special arrangements.

4. Review and approval of Dedication by Legal Counsel. Legal Counsel will review the dedication documents and provide support for the dedication, prior to Village Council accepting dedication.

5. Resolution by Village Council - After all required information has been provided, reviewed and accepted by the Village and/or their representatives; Village Council will consider a resolution to accept public infrastructure. This resolution must accompany the Act 51 application, which will be completed by the Village Street Administrator.

***Special arrangements:** The Village will ordinarily not accept streets until construction of all buildings is substantially complete, so that heavy construction vehicles do not destroy the integrity of the new streets. Many developers install all but the wearing course of asphalt during construction. When they are ready to dedicate the streets, they lay the final wearing course.

If a developer desires to dedicate prior to the completion of construction of all buildings, the developer may request that the Village accept early dedication. In such cases, the developer must agree to extend the term of the Maintenance and Guarantee Bond according to the schedule below. The Village Council may waive the necessity of an extended term, impose additional conditions, or refuse to accept dedication.

If, Council accepts dedication prior to substantial completion of home construction on the site, the developer will be required to maintain the roadways until 50% of the homes are built. It is understood that maintenance will include snow removal and salting as well as general maintenance and upkeep of the roadways.

The Village Engineer shall inspect the site prior to the expiration of the Maintenance and Guarantee Bond, and report to the Village the condition of the roadway/appurtenances.

100% Complete	2-Year Bond
90% to 99% Complete	3-Year Bond
80% to 89% Complete	4-Year Bond
70% to 79% Complete	5-Year Bond
60% to 69% Complete	6-Year Bond
50% to 59% Complete	7-Year Bond
Anything under 50%	8-Year Bond

The Village retains the right to withhold dedication for sites less than 50% complete.

This document is intended to be a guide for the dedication process, and has not been adopted as a formal policy. The Village continues to evaluate the effectiveness of this process, and may from time to time enhance this process to better serve the public.

The developer will be required to provide documentation of the number of lots, vacant and built as part of the dedication submittal. The developer may request to replace the initial Bond for a reduced term, if 100% of the site is completed and more than 2-years remain on the initial bond term.

This document is intended to be a guide for the dedication process, and has not been adopted as a formal policy. The Village continues to evaluate the effectiveness of this process, and may from time to time enhance this process to better serve the public.

EXHIBIT 4
STORM WATER DETENTION AREA LANDSCAPE MAINTENANCE PLAN

EXHIBIT 4									
STORM WATER DETENTION AREA LANDSCAPE MAINTENANCE PLAN									
PERMANENT MAINTENANCE TASKS AND SCHEDULE									
	Emergency Overflow	Storm Detention Areas	Filtration Basins	Rip-Rap	Outflow Control Structures	Ditches & Swales	Catch Basin Inlet Casings	Catch Basin Sumps	Storm Sewer System
TASKS:									SCHEDULE:
Inspect for sediment accumulation		X	X		X	X		X	X
Removal of sediment accumulation		X	X		X	X		X	X
Inspect for floatables and debris		X	X		X	X	X		Annually
Cleaning of floatables and debris		X	X		X	X	X		Annually
Inspection for erosion		X	X		X	X			Annually
Re-establish permanent vegetation on eroded slopes		X	X			X			As needed
Replacement of Stone					X				As Needed
Mowing		X	X			X			0 to 2 times per year
Inspect Stormwater System components during wet weather and compare to as-built plans (by Professional Engineer)	X	X	X	X	X	X	X	X	X
Make adjustments or replacements as determined by annual wet weather inspection	X	X	X	X	X	X	X	X	X
Keep records of all inspections and maintenance activities									Annually
Keep records of all costs for inspections maintenance and repairs									Annually
As needed means when sediment has accumulated to a maximum of one foot depth.									

EXHIBIT 5

RESOLUTION FOR THE PURPOSE OF
ESTABLISHING PERFORMANCE ESCROW
AMOUNTS

Minutes of a regular meeting of the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, held on the 8th day of December 2003, Eastern Daylight Time.

PRESENT: Coy, Carson, Seta, Walters, Semifero

ABSENT: Hall

The following preamble and resolution were offered by Member Seta and supported by Member Carson:

WHEREAS, the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan (the "Village"), has determined it necessary to establish an escrow account to ensure compliance with construction and final site plan standards, a performance escrow and the fees below have been established;

NOW, THEREFORE, BE IT RESOLVED THAT THE FOLLOWING FEES APPLY TO UNFINISHED SITE WORK:

1. Public Sidewalk escrow shall be \$45.00 per Linear Foot
2. Street Tree escrow shall be \$300.00 per street tree
3. Other Site Landscaping escrow shall be \$150.00 per shrub and \$300.00 per tree
4. Sod/Seeding escrow shall be \$3.00 per square foot
5. Final Grading escrow shall be \$700.00
6. Screening Fence escrow shall be \$20.00 per Linear Foot
7. Dumpster Screen escrow shall be \$3000.00
8. Pavement escrow shall be \$400.00 per parking space or \$400.00 per 160 square feet
9. Other - Other incomplete site work escrow amounts shall be based on invoice provided by applicant.

AYRS: Carson, Seta, Walters, Semifero, Coy

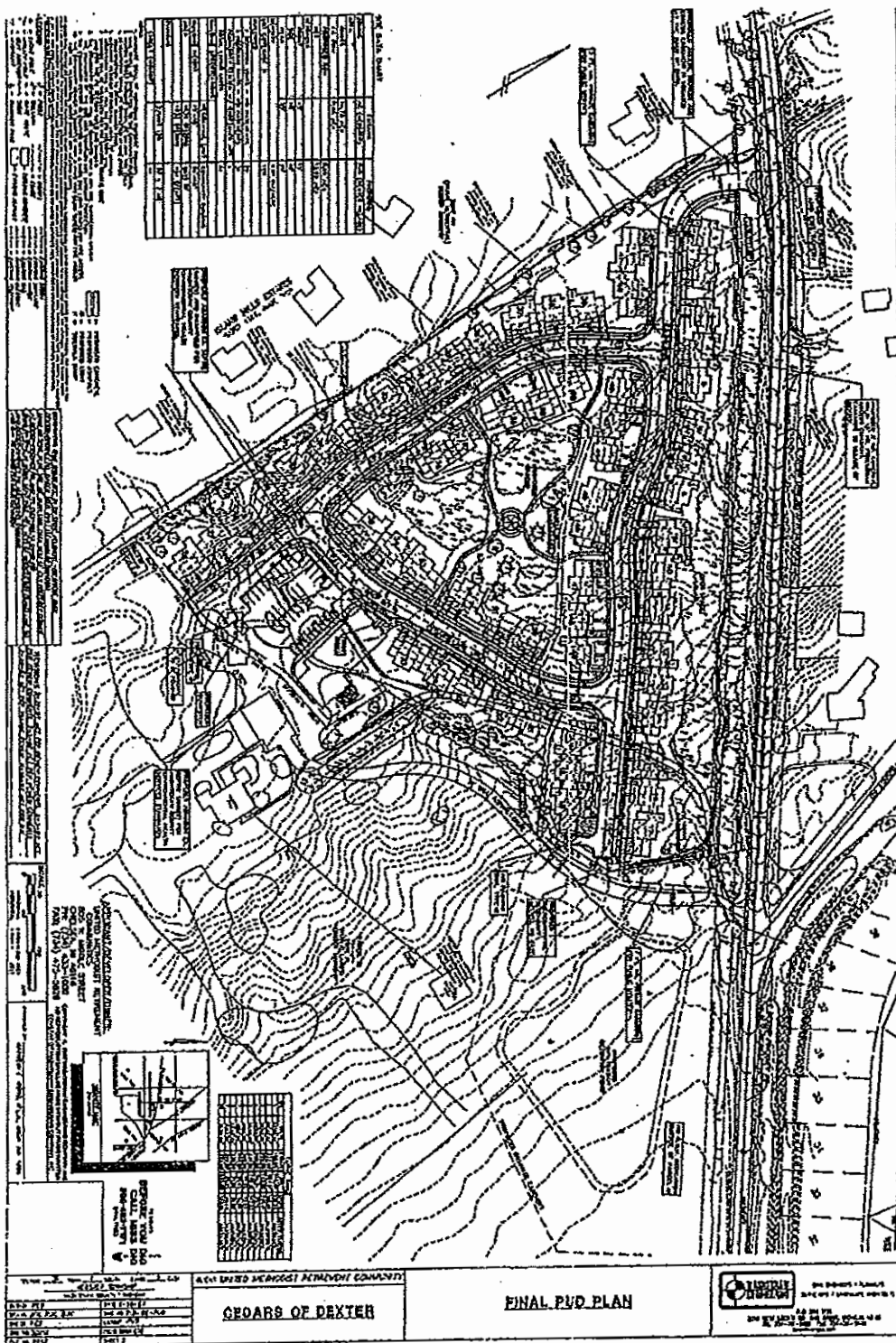
NAYS: _____

RESOLUTION DECLARED ADOPTED

THIS 8th DAY OF December 2003

Anna R. Diste
Village Clerk

EXHIBIT 6





PETERS BUILDING CO.

172 S. INDUSTRIAL DRIVE • P.O. BOX 577
SALINE, MICHIGAN 48176
www.petersbuilding.com

(734) 429-4200

FAX: (734) 429-2678

RESIDENTIAL • COMMERCIAL • DEVELOPMENT

January 9, 2008

Ms. Donna Dettling
Village of Dexter
8140 Main Street
Dexter, MI 48130

RE: WESTRIDGE OF DEXTER PUMP STATION REIMBURSEMENT

Dear Ms. Dettling:

Please accept this letter as Peters Building Co. authorization to waive the Village of Dexter reimbursement fees in the amount of \$16,612.00 due to our company for the connection to the Westridge of Dexter Sanitary Sewer Pump Station by the United Methodist Retirement Community, Inc. for the project consisting of 60 senior housing units, and one caretakers unit and 6,500 sq. ft. community center, also known as the Cedars of Dexter.

Peters Building Co. authorization to waive the reimbursement of the fees referenced above applies only if both the Village of Dexter and the United Methodist Retirement Community, Inc. have reached and entered into a development agreement for the Cedars of Dexter that is acceptable to both parties, on or before January 31, 2008.

Please feel free to contact me at your earliest convenience at (734) 429-4200.

Sincerely,

A handwritten signature in black ink, appearing to read "James G. Haeussler", written over a horizontal line.

James G. Haeussler
President

JGH/lmr

EXHIBIT 8



STATE OF MICHIGAN
TERRI LYNN LAND, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

February 16, 2007

Allison Bishop, AICP
Community Development Manager
Village of Dexter
8140 Main Street
Dexter, MI 48130-1092


RE: Conditional Transfer of the Dexter Area Historical Society parcel
Job number 06-431

Dear Ms. Bishop:

This letter serves to acknowledge that the changes and or corrections to property descriptions for Job Number 06-431, described as Dexter Area Historical Society parcel, have been reviewed and accepted by the Michigan Department of Transportation (MDOT), and will be published in an upcoming edition of the *Michigan Public and Local Acts*.

The original filing date with the Office of the Great Seal on December 29, 2006 of the of conditional transfer of Property pursuant to Public Act 425 of 1984, as amended, from Webster Township to the Village of Dexter, shall remain as the effective date of this boundary change.

Sincerely,


Donald L. Biggs, Analyst
Legal Policy and Procedures Section
517-335-6720

cc: Webster Township Clerk
Washtenaw County Clerk
Michigan Department of Labor and Economic Growth, State Boundary Commission
Michigan Department of Labor and Economic Growth, Liquor Control Commission
Michigan Department of Labor and Economic Growth, Office of Land Survey and
Remonumentation
Michigan Department of Information Technology, Center for Geographic Information
Michigan Department of Treasury, Office of Revenue and Tax Analysis
Michigan Department of Transportation, Bureau of Transportation Planning
U.S. Bureau of the Census
Office of the Great Seal Job Number 06-431

Corrected Property Description
Job Number 06-431

Joint Resolution Number 28-2006

VILLAGES
Washtenaw County

In the matter of the conditional transfer of certain property located in Webster Township to The Village of Dexter. Conditionally transferred in accordance with the provisions of Public Act 425 of 1984, as amended the following described property:

Commencing at the Southwest corner of Section 31, T1S, R5E, Webster Township, Washtenaw County, Michigan, thence N02°53'00"W 364.46 feet along the West line of said Section 31 to the POINT OF BEGINNING; thence continuing N02°53'00"W 1181.66 feet along the West line of said Section 31; thence S62°31'28"E 284.56 feet along the centerline of Island Lake Road; thence S56°57'50"E 852.64 feet along the centerline of Island Lake Road; thence S21°25'18"W 152.69 feet; thence S23°51'02"W 78.23 feet; thence S62°10'51"W 101.34 feet; thence N80°37'20"W 89.25 feet; thence S62°49'21"W 268.00 feet; thence S01°39'33"E 106.36 feet; thence S77°50'09"W 109.10 feet; thence S63°39'40"W 145.16 feet; thence S82°49'30"W 172.00 feet to the Point of Beginning. Being a part of the Southwest ¼ of Section 31, T1S, R5E, Webster Township, Washtenaw County, Michigan and containing 14.78 acres of land, more or less. Being subject to the rights of the public over the Southwesterly 33 feet of Island Lake Road. Also being subject to easements and restrictions of record, if any; and

Record of proceedings filed in the Office of the Secretary of State December 29, 2006

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: January 14, 2008
Re: Update-Ann Arbor Road Improvement Project

AGENDA

ITEM

1-14-08

L-2

OHM will be attending the meeting to review the project design and provide an update on all aspects of the Ann Arbor Road Improvement Project. Included for your review is follow-up with the Dexter Community Schools Board of Education regarding this project.

I will be attending the School Board meeting on Tuesday, January 15th along with OHM to address the School Boards questions. As indicated on the attached documents, the village is requesting that the School Board take action on the Resolution to donate the property needed to accommodate the construction of a dedicated eastbound right-lane proposed for Mill Creek Middle School.

As Council requested, we have met with the Owner of the LaFontaine Chevrolet Dealership to discuss the potential for additional improvements in front of that property. OHM recommended that the Ann Arbor Road area in front of LaFontaine Chevrolet be managed separate from the MDOT approved project area due to the strict requirements imposed for right of way acquisition, and the timing of the Owner's proposal to improve the property. A concept for the design for the area in front of LaFontaine Chevrolet is completed, and could be included after the project is bid, if an agreement is reached with the Owner. The village is working on right of way acquisition with the LaFontaine's. In order to complete the improvements the village needs .38 acres.

We are still working with the property owner of the Boulder Park and Eaton Court projects to obtain a final commitment on the road ROW that was to be dedicated as part of their projects.

Final plans need to be submitted to MDOT for bidding by Friday, January 25. The project will be bid in April, and construction is scheduled to occur while school is not in session this summer.

VILLAGE OF DEXTER

ddettling@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303 Fax (734)426-5614

MEMO

To: Superintendent Shirk and School Board
From: Donna Dettling, Village Manager
Date: January 8, 2008
Re: Update-Ann Arbor Road Improvement Project

For your consideration, a draft Resolution for the purpose of donating property to be used for public right of way is attached to this memo. The Village appreciates that the School Board offered to consider this donation. The donation of this property will accommodate the construction of a dedicated eastbound right-turn lane proposed for Mill Creek Middle School that is part of the Ann Arbor Road Improvement Project.

Below are several project updates:

- Estimated construction cost \$600,000 plus engineering
- Federal Funds secured for project STPU \$340,000
- Jobs Today funding for pushing project ahead one construction season \$84,000
- Project is to be bid in April 2008
- Construction will take place while school is out during the summer of 2008

I am requesting that this matter be acted upon at your meeting on January 15, 2007 due to sensitive deadlines and ROW requirements imposed by MDOT and Federal funding agencies. Please contact me in advance of your Board meeting with any questions or concerns you have regarding the matter.

I will attend your meeting on January 15th along with OHM our Engineering consultant to address questions and review the project.

**RESOLUTION FOR THE PURPOSE OF
DONATING CERTAIN PROPERTY TO
BE USED FOR PUBLIC RIGHT OF
WAY**

WHEREAS, the Dexter Community Schools, of 7714 Dexter-Ann Arbor Road, Dexter, Michigan 48130 (the "School Board"), acknowledges the significance of making road improvements to Dexter-Ann Arbor Road near the Mill Creek Middle School, and

WHEREAS, the Village of Dexter, of 8140 Main Street, Dexter, Michigan 48130 (the "Village"), is prepared to make improvements to Dexter-Ann Arbor Road near the Mill Creek Middle School, and

WHEREAS, the "School Board" has been informed of their right to have the property needed to construct a dedicated turn lane into Mill Creek Middle School appraised and receive compensation; and

WHEREAS, the "School Board" desires to sanction said improvements by waiving their right to an appraisal and executing a quit claim to the Village of Dexter for the property described below.

RIGHT OF WAY ACQUISITION DESCRIPTION

*A parcel of land being part of the SW 1/4 of Section 5, Town 2 South, Range 5 East, Village of Dexter, Washtenaw County, Michigan, more particularly described as follows:
Commencing at the SW corner of said Section 5; thence North 1320 feet; thence East 411.98 feet to the Point of Beginning; thence continuing East 92.39 feet to a point on the centerline of Dexter-Ann Arbor Road; thence S 49°30'00" E 389.40 feet along said centerline; thence S 01°15'00" E 80.42 feet; thence N 49°30'00" W 513.20 feet to the Point of Beginning.
Containing 0.622 acres or 27,078 square feet(GROSS), 0.301 acres or 13,104 square feet(NET).
Subject to all easements and restrictions of record, if any.*

WHEREAS, a copy of the quit claim deed is attached to this resolution for reference purposes.

NOW THEREFORE BE IT RESOLVED, that the "School Board" authorizes the execution of a quit claim of the afore described property.

RESOLUTION DECLARED ADOPTED THIS 15th DAY OF January 2008.

Evelynn Shirk, DCS Superintendent
Dexter Community Schools

Larry Cobler, Board President
Dexter Community Schools

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, Executed this _____ day of _____, 20____, by first party, Grantor, Dexter Community Schools, whose post office address is 7714 Ann Arbor Street, Dexter, MI 48130 to second party, Grantee, Village of Dexter, whose post office address is 8140 Main Street, Dexter, MI 48130.

WITNESSETH, That the said first party, for good consideration and for the sum of One Dollar (\$1.00) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit claim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Washtenaw, State of Michigan to wit:

See Exhibit "A"

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Signature of Witness

Signature of First Party

Print Name of Witness

Print Name of First Party

Signature of Witness

Signature of First Party

Print Name of Witness

Print Name of First Party

State of Michigan)
)SS.
County of Washtenaw)

On _____ before me, _____, a Notary Public
in and for said County, appeared _____, and
_____, the _____, and the
_____, of said Corporation, personally known to me (or proved to me on the basis
of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to
me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity
upon behalf of which the persons acted, executed and acknowledge said instrument to be the free act and deed of
said corporation.

WITNESS my hand and official seal.

Signature of Notary

My Commission Expires: _____

Notary Public: _____

County of _____, Michigan

Affiant _____ Known _____ Produced ID

Type of ID _____

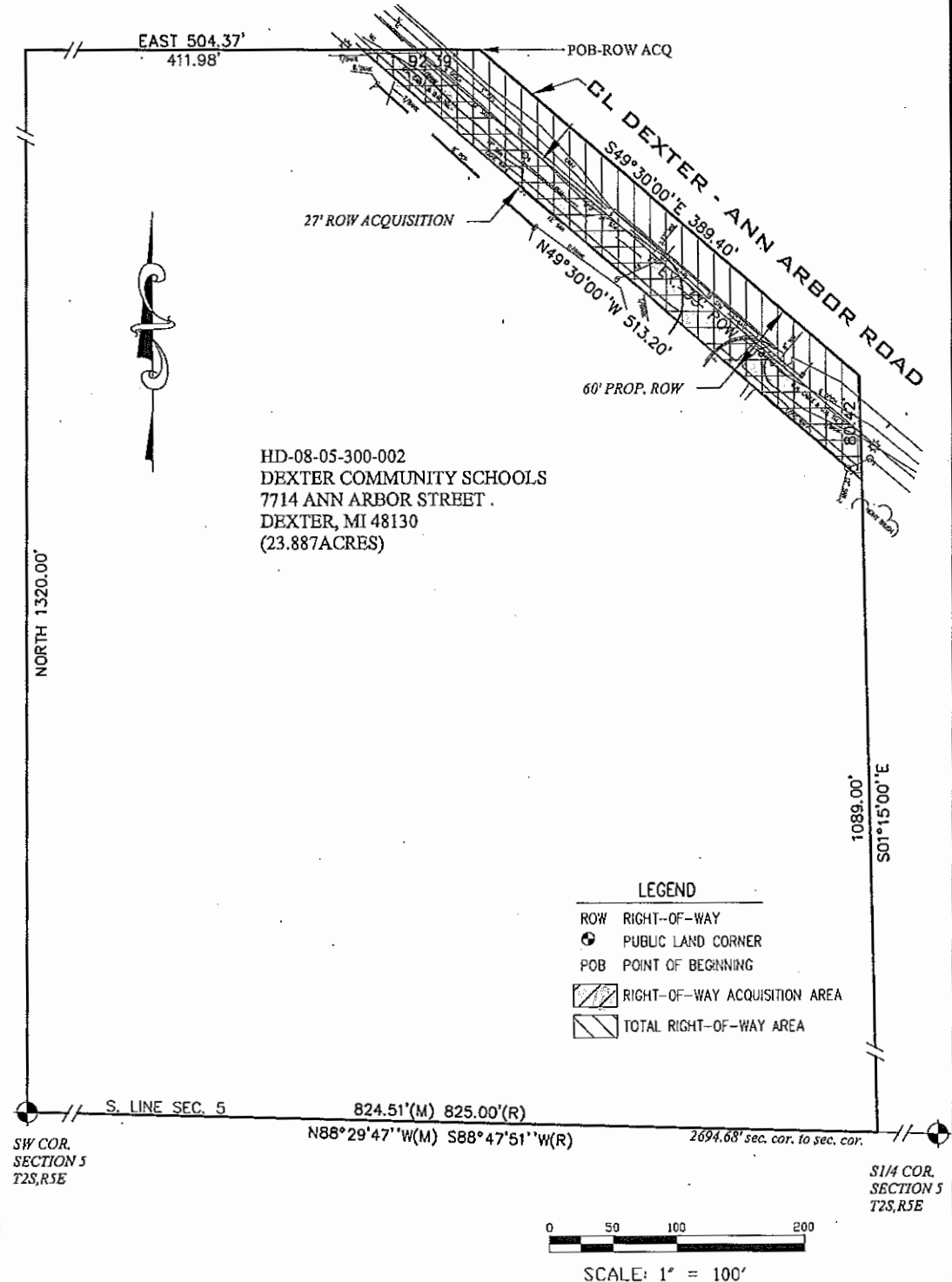
(Seal)


Instrument Drafted By:
Sameer Hamad
Orchard, Hiltz & McCliment, Inc.
34000 Plymouth Road
Livonia, Michigan 48150

When recorded return to:
David Boyle, Clerk
Village of Dexter
8140 Main Street
Dexter, MI 48130

RIGHT OF WAY ACQUISITION SKETCH

Exhibit "A"



ORCHARD, HILTZ & McCLIMENT, INC.		DRAWN BY		RIGHT OF WAY ACQUISITION	
 34000 Plymouth Road Livonia, MI 48150 (734) 522-6711 (734) 522-6427 FAX		SH			
		DATE			
CLIENT: VILLAGE OF DEXTER		JOB NUMBER: D130-07-0041		SHEET: 3 OF 4	

RIGHT OF WAY ACQUISITION DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (HD-08-05-300-002): (PER VILLAGE OF DEXTER TAX ROLLS)

A parcel of land being part of the SW 1/4 of Section 5, Town 2 South, Range 5 East, Village of Dexter, Washtenaw County, Michigan, more particularly described as follows:
Beginning at the SW corner of said Section 5; thence North 1320 feet; thence East 504.37 feet to a point on the centerline of Dexter-Ann Arbor Road; thence S 49°30'00" E 389.40 feet along said centerline; thence S 01°15'00" E 1089 feet; thence N 88°29'47" W 824.51 feet (recorded as S 88°47'51" W 825 feet) to the Point of Beginning.
Containing 23.887 acres or 1,040,517 square feet. Subject to all easements and restrictions of record, if any.

RIGHT OF WAY ACQUISITION DESCRIPTION:

A parcel of land being part of the SW 1/4 of Section 5, Town 2 South, Range 5 East, Village of Dexter, Washtenaw County, Michigan, more particularly described as follows:
Commencing at the SW corner of said Section 5; thence North 1320 feet; thence East 411.98 feet to the Point of Beginning; thence continuing East 92.39 feet to a point on the centerline of Dexter-Ann Arbor Road; thence S 49°30'00" E 389.40 feet along said centerline; thence S 01°15'00" E 80.42 feet; thence N 49°30'00" W 513.20 feet to the Point of Beginning.
Containing 0.622 acres or 27,078 square feet (GROSS), 0.301 acres or 13,104 square feet (NET).
Subject to all easements and restrictions of record, if any.

WITNESSES:

SOUTHWEST CORNER OF SECTION 5, T. 2 S., R. 5 E., WASHTENAW COUNTY
(FOUND 1/2" IRON ROD DRIVEN INTO 1 1/2" IRON PIPE)
-S83°W 118.15' NAIL & FLASHER ON N. SIDE / 15" APPLE
-S78°W 72.90' NAIL & FLASHER ON N. SIDE / 15" TWIN APPLE
-S75°E 127.67' NAIL IN NE EDGE / CORNER FENCE POST
-SOUTH 4.00' CENTERLINE OF ROAD

SOUTH 1/4 CORNER OF SECTION 5, T. 2 S., R. 5 E., WASHTENAW COUNTY
(FOUND IRON PIPE)
-N80°W 13.40' NAIL / 20" TRIPLE OAK
-N 85°W 34.60' NAIL / 22" HICKORY
-S88°E 80.00' NAIL / 28" OAK
-S47°E 24.00' NAIL / 10" PINE

ORCHARD, HILTZ & McCLIMENT, INC.



34000 Plymouth Road
Livonia, MI 48150
(734) 522-6711
(734) 522-6427 FAX

DRAWN BY

SH

DATE

10-26-07

RIGHT OF WAY ACQUISITION

SW 1/4 SEC. 5, T2S, R5E,
VILLAGE OF DEXTER, WASHTENAW COUNTY

CLIENT: VILLAGE OF DEXTER

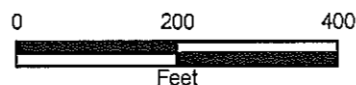
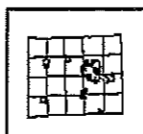
JOB NUMBER: 0130-07-0041

SHEET: 4 OF 4

P1119



Location Map



1 inch equals 232.6 feet



The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

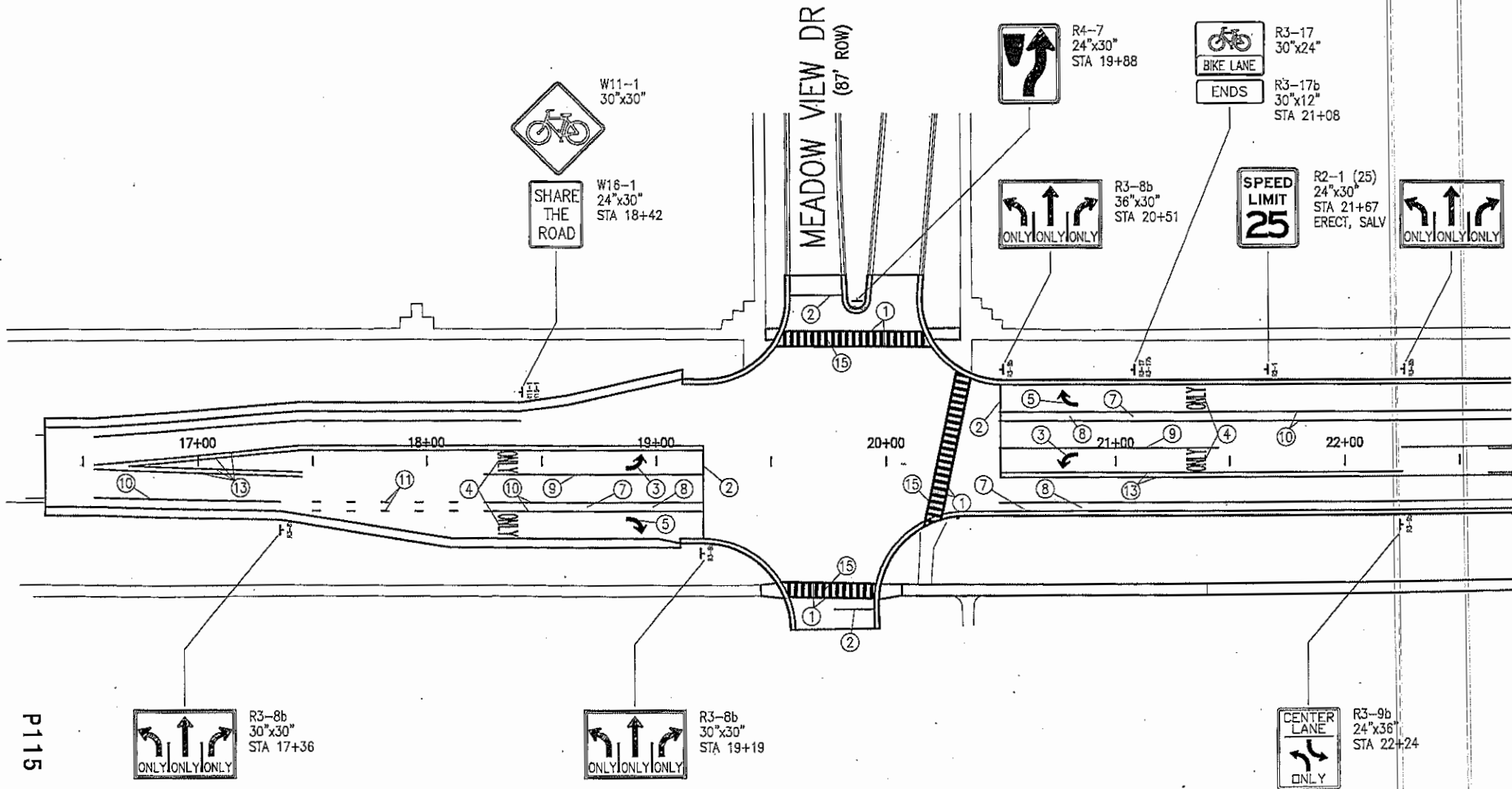
NOTE: PARCELS MAY NOT BE TO SCALE

GIS Map Print
Ann Arbor Road Imp.
Project

P114
 Date Printed: 01/04/2008

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-8662.

DEXTER-ANN ARBOR ROAD (ROW VARIES)



VILLAGE OF DEXTER

ddettling@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: January 14, 2008
Re: Overview of Facility Committee Site Analysis and
2007 Bond issue

AGENDA 1-14-08
ITEM L-3

Site Analysis and Report:

Attached is the original analysis matrix for possible Village Office locations. A closed session was held in March 2007 to review and narrow this list to the top 4. I have noted on the matrix the top four from the Council closed session. Also included is a report from the Facility Committee dated August 9, 2007 that outlines the considerations made by the Facility Committee in reviewing each of the 11 options. At the August 13, 2007 meeting Council authorized a negotiation team to approach Schulz Development about the possibility of purchasing office space in the newly proposed Jeffords Street Redevelopment Project.

To assist the negotiation team, confirmation of the amount of space needed for village offices was secured through Redstone Architects at a cost not to exceed \$1,200. Redstone Architects specializes in public building design and layout. They were tasked with taking our current and probable future administrative uses and programming them into the proposed Schulz building floor plan. Included for your review are the concept layout plans Redstone designed. The illustrations indicate 3,300 +/- square feet for administrative uses and 1,500 +/- square feet for Council Chambers for a total of 4,800 SF. The concept plans were intended to provide confirmation only of the maximum amount of space the team would use in their negotiation.

Summary of Bond Issuance:

- Council issued a Notice of Intent to Bond for \$2.8 million
- The first Bond Series issued 2007 in the amount of \$1.7 million, to be used for:
 - DPW Facility – Total spent \$1,330,000
 - Village Offices- Remaining \$370,000 plus interest
- Council has the option of Bonding for \$1.1 million in a second Bond Series, to be used for:
 - Westside Connector
 - Sediment Management
 - Park Restoration

	#1		#2		
	ALPINE STREET	LIBRARY SITE	JEFFORDS STREET	FIRE STATION SITE	FOREST STREET
BUILDING SIZE	5000	4600	4775	5000	5000
EST. PROJECT COST	\$1,025,000 building = 775,000 property = 250,000	\$500,000 purchase price: \$450,000 renovations: \$50,000	\$740,125	\$750,000	\$111,700 building = 775,000 property = 342,000
ESTIMATED \$/SQ FT	\$205	\$109	\$155	\$150	\$223
PARKING AVAILABLE ON SITE/REGIONAL	On street and nearby	16 on-site add'l parking on street	17 on site add'l planned on Forest	15 on site 33 on Alpine	Parking in Forest Lot could add an add'l 30-40
FUNDING PARTNERSHIPS?	YES-DDA-DEVELOPER REVOLVING LOAN	NO	YES-DDA-DEVELOPER REVOLVING LOAN	YES - DDA	YES-DDA-DEVELOPER REVOLVING LOAN
LAND ACQUISITION	YES\$ 250,000	NO, included in project cost	LAND TRANSFER, BUT NO ACQUISITION	NO	YES \$342,000
DOWNTOWN (YES/NO)	YES	NO	YES	YES	YES
IN DDA (YES/NO)	YES	NO	YES	YES	YES
ECON DEVELOPMENT	YES	NO	YES	NO	YES
IF YES, PROJECTED ANNUAL TIF REVENUE*	approx. \$30,000 ANNUAL		approx. \$30,000 ANNUAL		approx. \$30,000 ANNUAL
FACILITY SUB-COMM COMMENTS	Closer to new library and farmer's market. Timing/project is developer dependant. Project is in DDA plan	Regional parking is adequate potential short - term solution waiting for appraisal from library	Eliminates blighted property Premier downtown location Project is in DDA Plan. Developer dependant	Uncertain impact to park. Long term impact for police/fire. Still need site for DPW storage	Developer dependant. Willingness of property owner to sell? Project is in DDA plan

*TIF ESTIMATES FROM DDA' DEVELOPMENT PLAN

GENERAL GUIDELINES CONSIDERED BY THE FACILITY SUB-COMMITTEE:

- 1) Long term solution
- 2) Ownership is desirable outcome
- 3) Downtown
- 4) Economic Development

#3 #4

	GORDON HALL	COLORBOK	COPELAND	GILBERT PROPERTY	WALLACE	LEIGHTON BLDG
BUILDING SIZE	5000	5000	5000	TBD	4000-6000	4735
EST. PROJECT COST	\$775,000	\$800,000	\$775,000 + LAND ACQ.	TBD	???	\$620,000
ESTIMATED \$/SQ FT	\$155	\$160	\$155	TBD	15/SQ FT LEASE RATE \$60,000 ANNUALLY	\$116
PARKING AVAILABLE ON SITE/REGIONAL	TBD	100 to 150 total on-site including other development	APPROX 50	TBD	APPROX 60	16 on-site on street available
FUNDING PARTNERSHIPS?	UMRC? HISTORICAL SOCIETY	YES - DDA-DEVELOPER REVOLVING LOAN	NO	TBD	NO	NO
LAND ACQUISITION	TBD	NO, included in project cost	YES -SCHOOL TBD	TBD	NO	NO, INCLUDED
DOWNTOWN (YES/NO)	NO	NO	NO	NO	YES	NO
in DDA (YES/NO)	NO	YES	NO	NO	YES	YES
ECON DEVELOPMENT IF YES, PROJECTED TIF REVENUE	NO	YES approx. \$30,000 ANNUAL	NO	NO	NO	NO
FACILITY SUB-COMMITTEE COMMENTS	TBD	Viable option could incorporate police/fire at later date Timing is developer dependant	Central location plenty of existing parking in the area	Building configuration presents difficulty	lease only reduction of tax revenue/retail space	<i>no longer on the market!!!!</i>

*TIF ESTIMATES FROM DDA' DEVELOPMENT PLAN

GENERAL GUIDELINES CONSIDERED BY THE FACILITY SUB-COMMITTEE:

- 1) Long term solution
- 2) Ownership is desirable outcome
- 3) Downtown
- 4) Economic Development

Memo

AGENDA 8-13-07

ITEM L-4

To: Village Council
From: Facility Committee (President Jim Seta, Shawn Keough, Donna Dettling, Allison Bishop and Marie Sherrie)
CC:
Date: August 9, 2007
Re: Village Office Location Recommendation

Background

On the afternoon of August 3, 2007, the Facility Sub-Committee met at the Village offices. The purpose of the meeting was to further analyze the matrix of 11 possible office locations previously discussed when the Village Council last met in closed session (March 21, 2007) to discuss possible purchases of real estate (allowed under the section MCL 15.268 sec 8 (d)). The Village Council previously authorized the sale of \$1,700,000 in bonds "to acquire, construct, furnish and equip certain capital improvements consisting of a public works facility and a public safety and Village Office facility together with all the necessary and related appurtenances and attachments therefore". In order to meet the requirements of the bond sale, the Village should try to spend the money within two years of the date that the bonds were sold, which means by November 16, 2008.

Analysis of Space Required

Village staff has performed a preliminary analysis of the space required for a new Village Office and Council Meeting room. This preliminary analysis has shown that a minimum of 5,000 square feet of office space is required. Approximately 3,000 square feet of functional operating space is required for Village offices (VM, AVM, CDD, and FD), including conference room space, some on site file storage, as well as office cubical and counter space near the front entrance for daily functions such as processing a water bill, tax payment and/or answering a question from a resident/business owner. A large Council meeting room of approximately 2,000 square feet is also included in the preliminary space needs assessment.

Evaluation of Possible Locations

The 11 locations that were identified on the March 2007 evaluation matrix (attached) are listed below:

1. Gordon Hall
2. Colorbok Site

3. Land next to Copeland and Senior Center
4. Gilbert Property near the Railroad Tracks
5. Wallace Building (old Busch's)
6. Leighton Building (Yellow Office on Baker)
7. Alpine Street across from New Library
8. The existing Library Site
9. Jeffords Street Parking Lot Redevelopment
10. Fire Station Site
11. Forest Street Property adjacent to (just west of) downtown parking lot

During the Council discussion in closed session, the Cottage Inn site (No. 12) was mentioned, so in fairness to the process, we have included it as a twelfth option in our evaluation.

General Guidelines Considered by the Facility Sub-Committee

During the closed session in March, the Village Council discussed the pros and cons of the 11 locations, including such factors as building size, estimated property and project costs, estimated \$ per square foot, available parking, funding partnerships, land acquisition, office location (downtown, DDA, etc...), whether the project would generate any economic development and other facility comments. The facility committee suggested and presented 4 general guidelines to help direct our efforts to identify a new Village office location. There seemed to be general agreement in the 4 guidelines by Village Council at the closed session in March. The original 4 general guidelines are presented below (No. 1 – 4) along with a fifth one (No. 5) that has been added based on additional discussion by the facility committee:

1. Long Term Solution
2. Ownership is a desirable outcome
3. Located in Downtown
4. Economic Development
5. Investment Opportunity

Finding a long term solution, and preferably a solution that results in ownership of property were the committees' first two goals. Everyone felt that the Village offices should remain somewhere in the vicinity of the downtown area and felt that if there was a way that the new office could create economic development, it would be a win win scenario, adding further benefit to the overall project. During the recent facility committee meeting, a fifth guideline was discussed and added to this report in light of the fact that we have already identified and bonded for up to \$500,000 for the purpose of a new facility. We felt that it was important to spend the taxpayers' money in such a way that it was similar to an investment. If possible, we wanted to evaluate the use of the money as if it were an investment, find something that would hold its value or even grow.

Analysis of Options

Option 1 – Gordon Hall

The option of locating the Village offices within Gordon Hall provides more aura of association with our past than it does real options for the Village's future, especially with respect to the Village offices. The historic home is currently programmed for use by the Dexter Historical Society (DHS) and although it overlooks the downtown area, it is technically not in the downtown area. The facility committee did not directly contact the DHS about the cost or true viability of this option. The committee felt that Gordon Hall already had a direction and course of its own and that the Village offices would be better suited in another location.

Option 2 – Colorbok Site

The Colorbok site is a viable option that could incorporate police and fire in the long term. There are ample funding partnerships with the Developer DDA and revolving loan possibilities. Adequate parking is available at this site, although it would be shared during peak evening hours for Village functions such as Council, Planning Commission and ZBA meetings. The project would be part of an economic development effort along the Baker Road corridor, but the timing of the project may be developer dependant due to timing and the need to find other tenants for the rest of the office building.

Option 3 – Land next to Copeland and the Senior Center

This central location along Main Street was selected as a possibility because it is an existing non-tax generating piece of property in the Village with the ability to share parking with the Schools and Senior Center. It is within reasonable walking distance from downtown and could provide the long term solution and desired ownership possibilities if a deal to purchase the property could be worked out with the Dexter School District. The site does not have the ability to create any economic development opportunity and it is likely that the land acquisition costs would be high enough that the overall project cost would be considerable.

Option 4 – Gilbert Property near Railroad Tracks

The Gilbert property was originally mentioned because of its unique location and the possibility of finding a use for a building that has not shown much progress in its redevelopment efforts over the past few years. The building configuration presents major challenges in terms of office and Council Meeting room functions. Parking is also limited in this area of the Village.

Option 5 – Wallace Property (old Busch's)

The Wallace property certainly met the downtown requirement given its location at Broad and Main and the property could certainly be configured to accommodate the Village's functional needs of office space and a Council Meeting room. The property, however, was most likely a long term lease instead of a buy to own option, with anticipated leasing costs of \$60,000 to \$90,000 annually, which is comparable with the Village's current situation above the National City bank. Granted everything (operations and meeting rooms) would be in one place. Parking would be plentiful, but it would take a decent portion of taxable revenue off the books and reduce the available retail space in the downtown area.

Option 6 – Leighton Building (Yellow office on west side of Baker)

This property was originally considered as an option because of its downtown location and recent improvements. 16 parking spaces were available on site with additional street parking along Baker if necessary. However, upon further review, it was deemed to not have the right configuration of internal

space to handle the necessary functions required for a Village office and a Council Meeting room. Another negative of this location is that it would remove a taxable property from the DDA area if replaced by the Village offices. The property is no longer on the open market and has been removed from further consideration.

Option 7 – Alpine Street across from new Library

The Alpine site would complement the new Library site and create a municipal corridor in an area that has had recent development focus with the Farmer's Market project and the new Library. The estimated high costs of land acquisition, the challenge of acquiring and combining more than one parcel in this area and the subsequent cost of a new building make this one of the more complex sites that we are considering. Although the project is in the DDA plan and would generate approximately \$30,000 in tax revenue, it would still likely require that the Village partner with a developer to make this happen. Given the shorter timetable upon which the Village needs to make a decision, and the potential challenges associated with purchasing several properties at one time in this area, this site was not thought to be viable at this time.

Option 8 – The existing Library Site

The existing Library site is available for purchase, so ownership is definitely possible. The building has been appraised for approximately \$450,000 and is in decent condition, with the Library scheduled to make improvements to the roof. The property is located just north of the downtown area and would be a tax neutral switch if the Village were to use this space. There is no economic development created at this time through the Village purchase of this property. However, the possibilities exist that a developer may purchase the property and add taxable property to the Village's tax role. If the Village were to pursue the option of purchasing the property and building, additional funds would likely be required for internal space modifications. Occupancy would obviously follow the Library's move to their new building. The site is 4,600 square feet in size, slightly short of the minimum desired space for our new facility, but would work as a viable short term upgrade from the Village's existing lease space. It is ultimately not large enough in the long term without some type of expansion, either up or out. The Facility Sub-Committee did not assess the additional cost of this future expansion at this time. While 16 spaces exist at the site, additional on street parking is available in the area.

Option 9 – The Jeffords Street Parking Lot Redevelopment

The Jeffords Street option appears to satisfy all of the general guidelines. The new building currently being proposed by Schulz Development has a lot of positives for the downtown. The proposed 21,000 to 25,000 square foot building fits well into the current DDA plan; it helps define the Forest/Jeffords intersection and opens the door for economic development along the Forest Street and Jeffords corridors, while at the same time eliminates an unused boarded up building. The Village could seek ownership of a portion of the new building and acquire sufficient space to meet our future needs. The project is developer dependant, but could involve DDA assistance in funding the project. The Village currently owns a portion of the property in this area, which can also create some negotiating leverage with the potential developer. Given its location opposite a future Mill Creek park and the new bridge, this could be considered a premier location within the Village. Any investment in this building has the potential to grow as the Mill Creek improvements are made.

Option 10 – The Fire Station Site

The Fire Station location has been discussed for years largely because the Village already owns the property. Previous studies have shown that a multi-level expansion of the Fire Station toward Alpine Street is certainly feasible. Space could be programmed to account for future Police and Fire needs as well. Parking improvements could be made in the rear near the park and additional parking is available on the streets in the downtown. An expansion toward Alpine would reduce the available area outside the existing fire station and some logistics would probably need to be discussed with the fire department to verify any potential impacts. The cost of new construction for the expansion would likely

be double (or more) the amount that Council has currently allocated for this project. The project would not create any economic development but would be a tax neutral solution. DDA funding may also be available for this site as well.

Option 11 – Forest Street Property adjacent to (west of) downtown parking lot

The Forest Street location is first and foremost dependant on the willingness of the property owner to sell. An office building at this location would be consistent with the DDA plan and put the Village offices within the new development zone of the downtown area. The property acquisition has been estimated at approximately \$350,000 which pushes our portion of a new building to over \$225 per square foot for a 5,000 square foot office building. There are developer partnering opportunities and the revolving loan could come into play in this option as well. However, timing for this option is not on our side and the overall project cost would require a significant amount of additional funding.

Option 12 – Cottage Inn Site

The Cottage Inn site is ideal when you consider what a Village office could look like adjacent to Monument Park in the center of town. However, the high acquisition cost estimated at \$800,000 to \$900,000 in addition to the cost of new construction for a new Village office make this site almost unattainable unless Council reevaluates its priorities overall in the Village. The site was not evaluated in as much detail as the other options in terms of available size, parking availability, etc., because cost was the overwhelming factor when considering this site. Converting this property to a public use would also reduce the taxable revenue in the DDA area.

Recommended Option

After careful consideration of the 12 options described above, the facility committee recommends that the Village Council authorize the Village Manager, staff and the Mill Creek sub-committee to approach the Schulz Development Team about the possibility of purchasing office space in the newly proposed Jeffords Street Parking Lot Redevelopment project. The site would satisfy all 5 of the general guidelines identified by the committee. Ownership of a portion of the building in a site condominium form of ownership would satisfy both the ownership desire and the long term solution. Obviously, this would need to be discussed with the Schulz team. The site is centrally located in the downtown, would replace the existing abandoned building (eliminate blight) at the same location and has the maybe not so long term potential of being adjacent to the future Mill Creek park site. We would be an anchor tenant in a new economic development site and would help solidify a cornerstone building at the Forest and Jeffords intersection, which could lead to additional economic development along the Forest and Jeffords corridor, thus supporting the DDA concept plan. The sub-committee believes that between the value of the property that the Village currently owns at this site and the \$500,000 that is available from the sale of bonds, there is plenty of opportunity to create a financial scenario that will work for the Village. This site can satisfy the Village's operational and meeting space needs and can also be looked at as an investment opportunity given its long term potential to be the center of a prominent economic corridor overlooking the future Mill Creek Park.

MILL CREEK
Dexter, Michigan

06004

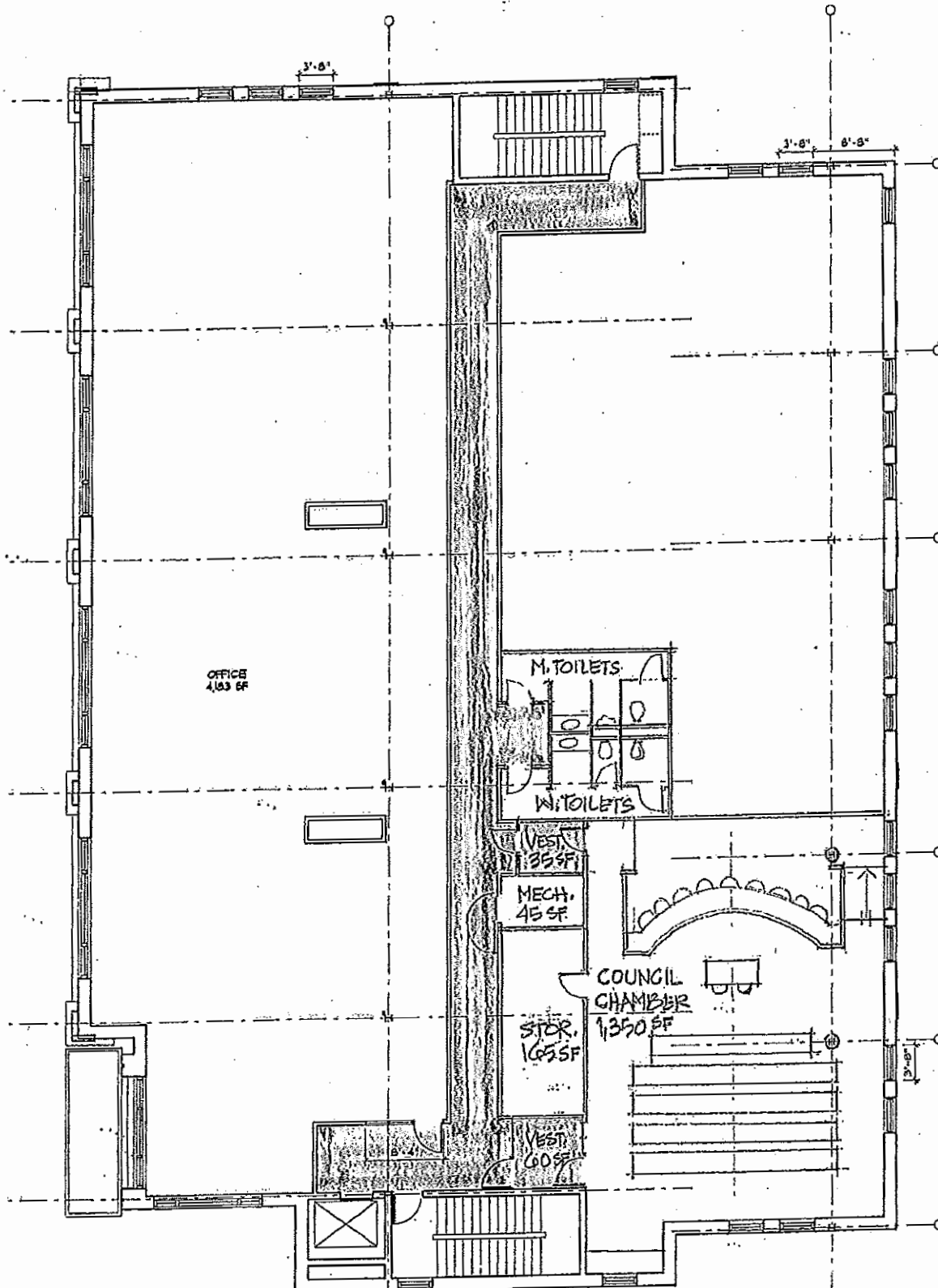
FLOOR PLANS

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Rev	Date	Issued For
	06/20/07	PRELIM PRGN

Drawn By	ada
Project Manager	RMO
File Name	



2
AI SECOND FLOOR PLAN
SCALE: 1/16" = 1'-0"

Concept * PROPOSED
VILLAGE HALL LAYOUT "C"

P126

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A2

VILLAGE OF DEXTER

ddettling@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: January 14, 2008
Re: Updates from Schulz Development meetings
December 19, 2007 and January 2, 2008

December 19, 2007

On December 19, 2007 a meeting was held regarding the Mill Creek Terrace/Schulz Development. The following were in attendance:

Dan O'Haver	Joe Schulz
Shawn Keough	Bob Overhiser
Allison Bishop	
Donna Dettling	
Paul Cousins	

The purpose of the meeting was to continue discussion with Schulz Development with the objective of selling 5,600 SF of village owned property that is needed for the project. The group also discussed what it would cost the village to buy space in the building for new village offices. Attached are notes and calculations completed by Dan O'Haver that help to further explain this discussion. The group also discussed Council meeting milestones for completing the necessary steps in order to keep the Developer on an April 1st construction schedule.

January 14, 2008 - Village Council meeting – Discussion Only

January 28, 2008 - Set Public Hearing for Alley Vacation and Ordinance of Private Sale

- Set Public Hearing for March 10, 2008
- Complete all required notification and publication

February 7, 2008 Publish Public Hearing Notices

March 10, 2008 Public Hearing

- Council action on Alley Vacation and Ordinance of Private Sale

Also included for your review is the visual of the Mill Creek Terrace/Schulz Redevelopment Project. The building footprint including parking under the second floor is outlined in blue. Shown in yellow is the alley that will need to be abandoned to complete the public improvements as well as construct the building. Parcel -006 is owned by the village and is part of the property outlined in green that the village is negotiating to sell to the developer.

January 2, 2008

On January 2, 2008 a follow-up to the December 19, 2007 was held regarding the Mill Creek Terrace/Schulz Development. The following were in attendance:

Dan O'Haver
Shawn Keough
Allison Bishop
Donna Dettling
Paul Cousins

Joe Schulz
Bob Overhiser
Mark Heusel

The purpose of this meeting was to review a draft purchase/option agreement based on the discussion from the last meeting. The draft Schulz Purchase/Option Agreement is included for your review. Also included are the Purchase/Option Agreement exhibits; survey drawing, written descriptions, and a layout of the proposed building.

Donna Dettling

From: Dan O'Haver [dano@danoland.com]
Sent: Wednesday, December 19, 2007 8:37 PM
To: 'Keough, Shawn'; Donna Dettling
Subject: Notes from Schultz Meeting

Hi

Here's my notes from the meeting:

- 1) Purchase agreement for \$20 per sq. ft. ~\$112K.
- 2) Option to purchase 3,300 or ~5,028 for \$130 or \$145 per sq. ft. respectively.
- 3) Option is good for 1 year.
- 4) Option can be recalled by either party with these restrictions:
 - a. If Village recalls option within 1 year, payment of \$9 per sq. ft. ~\$50K is due in 90 days.
 - b. If Schultz recalls option, Village has 60 days to exercise their option as first right, even if the 60-day period extends beyond 1 year.

I have also attached a spreadsheet detailing some of what we talked about this evening. I am not 100% certain of the land sq. ft. so you might want to play with those numbers. Cells in blue background can be changed. Please review for accuracy and math.

In my opinion, we should seriously consider Options A&B. If we are ever going to build a new Village Office then it will never get better than this. The build out costs will be the same whether we go into this space or into another space. I like the idea that we will own the offices and will not have leases to negotiate and lease payments to make. If we have the cash then it's really a balance sheet transfer from cash to property and may wind up being a terrific investment if/when we need to move the offices. That is, purchasing property downtown Dexter might be a very good investment especially considering how we think this corridor will turn out within the next 10 years. We are also not pulling a piece of property off the tax rolls; conversely, we are adding to the tax base while recovering a dilapidated property along the waterfront. The TIF capture will be mitigated by around 1/3 since the Village piece will not be taxable but the entire project will be a significant net gain (we should figure that out). The DDA will be contributing around \$450 (at least) to make infrastructure and streetscape improvements for the quadrant and we are looking to invest significantly to continue Jeffords and the corresponding improvements. When it's all done, it will be an ideal location for the Village Offices with our public buildings and spaces spanning along the riverfront (Library, Farmer's Market and Village Offices) within walking distance.

-Dan

Land Sale	Option	Market	Difference
Land Sq.Ft	5,600	5,600	
Price per Sq. Ft.	\$20	\$29	\$9
Total	\$112,000	\$162,400	\$50,400

Office Purchase	Option A	Option B	Market A	Market B
Office Sq. Ft	3,300	5,028	3,300	5,028
Price Per Sq. Ft.	\$135	\$145	\$195	\$195
Gross Price	\$445,500	\$729,060	\$643,500	\$980,460
Land Sale	(\$112,000)	(\$112,000)	(\$162,400)	(\$162,400)
Net Cost	\$333,500	\$617,060	\$481,100	\$818,060

Option Savings	Option A	Option B
Purchase savings	\$147,600	\$201,000
Land Sale loss	(\$50,400)	(\$50,400)
Net Savings	\$97,200	\$150,600

**AGREEMENT OF PURCHASE AND SALE
AND OPTION TO RE-PURCHASE**

THIS AGREEMENT OF PURCHASE AND SALE AND OPTION TO RE-PURCHASE (this "Agreement") is made as of the _____ day of January, 2008 (the "Effective Date") between MILL CREEK TERRACE LLC, a Michigan limited liability company to be formed, whose address is 150 S. Main Fifth Street, Suite 203, Ann Arbor, Michigan 48104 ("Purchaser") and the Village of Dexter, a Michigan municipal corporation, whose address is 8140 Main Street, Dexter, Michigan 48130 ("Seller"). Seller and Purchaser are sometimes collectively referred to herein as the "Parties".

This Agreement is based upon the following recitals:

A. Seller is the owner of Parcels HD-08-06-210-006 and HD-08-06-210-050 located in Dexter, Michigan, the legal description of which is attached to this Agreement as Exhibit "A" and made a part hereof, with all tenements, easements, hereditaments, privileges and appurtenances appertaining thereto (the "Platted Land"), together with certain land existing in the public right-of-way, which is to be vacated by the Seller ("Vacated Land").

B. Purchaser is the owner of Parcel HD-08-06-210-007 007 in Dexter, Michigan, the legal description of which is attached to this Agreement as Exhibit "B" ("Purchaser's Property"). Purchaser intends to consolidate Purchaser's Property with the Platted Land and Vacated Land and construct a building according to the Site Plans previously approved by the Seller and attached as Exhibit "C".

C. In preparation for and prior to the sale of the Platted Land and Vacated Land to Purchaser, Seller must take formal action according to applicable statutes and ordinances to vacate the Vacated Land depicted in the Site Plans attached as Exhibit "C" and Survey attached as Exhibit "D" and described as the Alley and Part of the Right-of-Way.

D. Seller has agreed to sell and Purchaser has agreed to purchase the Property, as defined herein, upon the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, the Parties agree as follows:

SECTION 1 - PROPERTY

As used herein, the term "Property" shall be deemed to include:

1.1 The Platted Land;

1.2 Any land lying in the bed of any street, road or avenue, open or proposed, at the foot of or adjoining the Platted Land to the centerline thereof, which is owned by Seller;

1.3 The Vacated Land; and

1.4 The personal property (the "Personal Property") located on the Property which is

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used in connection with the operation of the Property.

SECTION 2 - PURCHASE PRICE

2.1 Seller agrees to sell and Purchaser agrees to purchase the Property pursuant to the terms and conditions contained in this Agreement. The total purchase price for the Property shall be Twenty-Nine Dollars (\$29) per square foot of Property calculated on the basis of an ALTA Survey attached as Exhibit "D" ("Survey") (the "Purchase Price"); provided, however, the final Purchase Price paid by Purchaser to Seller may increase when and in accordance with the provisions set forth in Section 13.2 below. The Purchase Price shall be paid as follows:

(a) At Closing (as hereinafter defined), Purchaser shall pay Seller an amount equal to the Purchase Price (which shall include application of the Earnest Money, as defined in Section 3.1 hereof), which sum shall be paid in cash, wire transfer or other immediately available funds, plus or minus the closing adjustments and prorations as set forth hereinafter.

SECTION 3 - EARNEST MONEY

3.1 Within three (3) business days of the Effective Date of this Agreement, Purchaser shall deliver to First American Title Insurance Corporation (the "Escrow Agent"), an earnest money deposit in the sum of Five Thousand Dollars (\$5,000) (the "Earnest Money"). The Earnest Money is to be held in escrow by the Escrow Agent until completion of the Inspection Period defined below. The Earnest Money shall be held in escrow in an interest bearing account and shall be applied to and credited toward the Purchase Price, paid to Seller or returned to Purchaser in accordance with the terms and provisions of this Agreement. Except as specifically provided herein, all interest earned on the Earnest Money, or any portion thereof, shall be disbursed in the same manner as the Earnest Money.

3.2 The Parties acknowledge and agree that Escrow Agent is acting solely for their accommodation, and hereby release and hold Escrow Agent harmless from liability for any acts performed in good faith in connection with the escrow established hereunder. In the event of any dispute as to disposition of the escrow established hereunder, Escrow Agent is authorized to refuse to disburse until the Parties agree in writing as to such disposition and jointly advise Escrow Agent of the same or until a court of competent jurisdiction arrives at a final adjudication regarding disposition of such escrow.

SECTION 4 - REAL ESTATE COMMISSION

4.1 Purchaser and Seller each represent and warrant to the other that neither has had any dealings with any person, firm, broker or finder, in connection with the negotiations of this Agreement and/or the consummation of the purchase and sale contemplated hereby and no broker or other person, firm or entity is entitled to any commission or finder's fee in connection with this transaction. Purchaser hereby agrees to indemnify, defend, protect and hold the Seller harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party by reason of any actions of the Purchaser. Seller hereby agrees to indemnify, defend, protect and hold the Purchaser harmless from and against any costs, expenses, or liability for compensation, commission or charges which may be claimed by any broker, finder, or other similar party by reason of any actions of Seller.

SECTION 5 - CONTINGENCIES AND COVENANTS

5.1 Purchaser shall have forty-five (45) calendar days following the Effective Date (such period is hereinafter referred to as the "Inspection Period") to inspect or cause to be inspected the physical condition of the Property and any other documents, matters or conditions relevant to the Property, access to which shall be granted to Purchaser and/or Purchaser's consultants, counsel, bookkeepers and accountants at all reasonable times during the Inspection Period. Such inspection may include such environmental audits, inspections or tests as Purchaser may elect to conduct on the Property. Purchaser agrees to indemnify and save harmless Seller from any and all loss, damage, costs and expenses caused by Purchaser's entry on the Property and conducting of inspections and tests thereon, which obligation shall survive termination of this Agreement for a period of six (6) months. . Purchaser, at its sole discretion, may shorten the Inspection Period by providing written notice to Seller of its intention.

5.2 In the event that, after conducting the inspections and tests referred to in Section 5.1, Purchaser is not, in Purchaser's sole discretion, satisfied with the results of such inspections, Purchaser shall so notify Seller in writing, which notice (the "Dissatisfaction Notice") must be given by the expiration of the Inspection Period. Seller shall have the right to correct, repair or otherwise remedy any defect objected to by Purchaser in its Dissatisfaction Notice. Seller shall provide written notice to Purchaser within five (5) days of its receipt of the Dissatisfaction Notice as to whether it will or will not cure the defects. In the event Seller chooses to cure the defects identified in the Dissatisfaction Notice, Seller shall have thirty (30) days to cause the defects to be cured to Purchaser's reasonable satisfaction. If Seller is unable or unwilling to cure the defects to Purchaser's reasonable satisfaction within such thirty (30) day period, Purchaser shall have the right to terminate this Agreement and receive a refund of the Earnest Money and any other funds deposited by Purchaser with Escrow Agent.

In the event the Purchaser fails to timely give such Dissatisfaction Notice for any reason, Purchaser shall be deemed to have waived its right to have the defects cured by Seller or to terminate this Agreement under this Article 5 and the Parties shall proceed to Closing in accordance with the terms hereof. In the event that Seller chooses not to cure the defects identified in the Dissatisfaction Notice, Purchaser shall have the right to terminate this Agreement within three (3) days after Seller notifies Purchaser in writing that it will not cure the defects ("Termination Notice") and, in such event, this Agreement shall terminate and become null and void, and Purchaser shall thereupon receive a refund of the Earnest Money and any other amounts deposited with Escrow Agent, together with all interest earned thereon, and be relieved of any and all liability hereunder, except for any liabilities hereunder which expressly survive the termination of this Agreement. In the event the Purchaser fails to timely give such Termination Notice, Purchaser shall be deemed to have waived its right to have the defects cured by Seller or to terminate this Agreement under this Article 5 and the Parties shall proceed to Closing in accordance with the terms hereof. Seller's failure to timely give written notice to Purchaser of its intention to cure or not cure the defects shall also give Purchaser the right to terminate the Agreement within three (3) days following the expiration of Seller's right to give notice.

5.3 Seller agrees that from the date of this Agreement until the Closing, Seller shall conduct its business involving the Property in the ordinary course and consistent with the prior operations of the Property, and during said period will:

- (a) Refrain from transferring any of the Property or creating on the Property any easements, encumbrances or other interests whatsoever which would extend beyond the Closing and which would be binding upon the Property after the Closing;
- (b) Refrain from entering into any contracts or other commitments regarding the Property, which extend beyond the Closing and which would be binding upon the Property after the Closing, without the prior written consent of Purchaser; and
- (c) Keep in effect Seller's existing policies of public liability and extended coverage insurance insuring the Property.

5.4 Seller agrees that Purchaser shall have no obligation to close on the Property until after Seller vacates the Vacated Land pursuant to applicable statutes and ordinances and can provide fee simple title to such land to Purchaser. Seller further agrees that with all expediency it will complete the process to vacate the Vacated Land, but shall complete the process no later than March 31, 2008, and that if such land is not vacated by that date, Purchaser, at its sole discretion, shall have the right to terminate this Agreement within ten (10) days thereafter and, in such event, this Agreement shall terminate and become null and void, and Purchaser shall thereupon receive a refund of the Earnest Money and any other amounts deposited with Escrow Agent, together with all interest earned thereon, and be relieved of any and all liability hereunder, except for any liabilities hereunder which expressly survive the termination of this Agreement

SECTION 6 - TITLE AND SURVEY

6.1 Seller agrees, to furnish Purchaser with:

- (a) A commitment from a national title insurance company (the "Title Company"), dated after the date of this Agreement, to issue to Purchaser at or as soon as possible after Closing, its ALTA fee owner's title insurance policy without standard exceptions, in the amount of the Purchase Price, insuring title to the Property to be in good and marketable condition, free and clear of any liens and encumbrances except: (i) liens or encumbrances of a definite or ascertainable amount and which will be paid and discharged in full by or for Seller at or prior to the Closing; and (ii) zoning ordinances and easements of record, if any, which have been approved by Purchaser and which do not prevent or materially interfere with Purchaser's intended use of the Property. (the "Permitted Exceptions"). Seller shall furnish Purchaser with the aforesaid title commitment and legible copies of all items described on Schedule B thereof (the "Title Commitment") as soon as possible, but in no event later than twenty (20) days after the Effective Date.

If the title is not in the condition required hereunder, Purchaser shall notify Seller in writing of such defect(s) (the "Title Defect Notice") within fifteen (15) days after receipt of the Title Commitment and copies of all items shown therein. If no Title Defect Notice is sent within such fifteen (15) day period, Purchaser shall be deemed to have waived its right to object to the condition of title. In the event Seller is unable or unwilling to cure such defects to Purchaser's

reasonable satisfaction within twenty (20) days after receipt of the Title Defect Notice, Purchaser shall have the option, within five (5) days after receipt of Seller's notice or expiration of such twenty (20) day period, to either (i) waive such defect(s) and proceeding with the Closing; or (ii) receive a refund of its Earnest Money, whereupon all liability hereunder shall terminate, except for the obligations hereunder which expressly survive termination of this Agreement.

SECTION 7 - CLOSING

The transaction contemplated under this Agreement shall be consummated at a meeting of the Parties (the "Closing") which shall take place at the office of Escrow Agent within fifteen (15) days after the later of: (i) expiration of the Inspection Period; or (ii) in the event Seller chooses to cure a defect under Section 5.2 above, upon Seller's cure of such defect; or (iii) after the Vacated Land has been vacated and fee simple title in such Land can be conveyed to Purchaser (the "Closing Date").

At the time and place of Closing, all of the closing items described in Section 10 hereof, including all closing proceeds, shall be tendered to the Title Company.

SECTION 8 - REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Purchaser as follows:

8.1 As of the date hereof, Seller is the owner of fee simple title to the Platted Land and Improvements in the condition required for performance hereunder. No person or entity, other than Seller, has any rights of ownership to or occupancy of all or any portion of the Platted Land, except as described in the Permitted Exceptions. As of the date hereof, the Vacated Land was previously dedicated to the public as a right-of-way. Seller represents that it has commenced formal action to vacate the Vacated Land according to all applicable statutes and ordinances.

8.2 The Seller has duly and validly authorized and executed this Agreement with full power to enter into and perform this Agreement, and the person executing and delivering this Agreement on behalf of Seller has all necessary authority to do so.

8.3 The Seller is not a "Foreign Person" within the meaning of the Internal Revenue Code Section 1445(f)(3).

Purchaser hereby represents and warrants to Seller as follows:

8.4 Purchaser intends to form a Michigan limited liability company duly organized and validly existing under the laws of Michigan.

8.5 Purchaser has the limited liability company power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery and performance of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated hereby have been duly authorized by all requisite company action.

SECTION 9 – DEFAULTS

9.1 In the event of a default by Purchaser hereunder, Seller may, at its option terminate this Agreement and retain as liquidated damages, and not as a penalty, Purchaser's Earnest Money deposit, together with all interest earned thereon; which shall be Seller's sole and exclusive remedy against Purchaser hereunder. It is acknowledged by the Parties that the Seller's actual damages would be difficult to approximate and that the Earnest Money represents a reasonable approximation of the damages of Seller as a consequence of Purchaser's default hereunder.

9.2 In the event of a default by Seller hereunder prior to or on the Closing, then in either event, Purchaser may, as its sole and exclusive remedy, either: (a) receive a refund of all monies deposited by Purchaser hereunder, together with all interest earned thereon, or (b) specifically enforce the terms and conditions of this Agreement.

SECTION 10 - CLOSING; CLOSING DOCUMENTS

At the Closing, Seller shall execute and deliver to Purchaser (as the case may be) and Purchaser shall execute and deliver to Seller (as the case may be), the following:

10.1 Seller shall execute and deliver to Purchaser a good and sufficient Warranty Deed, subject only to the Permitted Exceptions, conveying marketable title to the Property to Purchaser.

10.2 Seller shall furnish Purchaser with an affidavit stating that Seller is not a "Foreign Person" within the meaning of IRC Section 1445(f)(3).

10.3 Seller shall assign to Purchaser all of its interest in any guaranties and warranties by general assignment.

10.4 Seller and Purchaser shall execute and deliver to each other a closing statement showing the amounts by which the cash portion of the Purchase Price shall be adjusted as of the Closing. The following items shall be apportioned between the Seller and the Purchaser on the basis that Purchaser owns the Property on the date of Closing:

- (a) Seller shall pay the premium payable to the Title Company for the issuance of the title insurance policy required hereunder (but not for the cost of any endorsements, extended coverage or mortgagee policy). The cost of preparing the survey shall be borne by Seller.
- (b) All real estate and personal property taxes and assessments which are due or are a lien against the Property and Improvements as of the Closing shall be paid in full by Seller and all current real estate taxes and personal property taxes, shall be prorated as if such taxes were paid in advance, based upon the due dates of the respective governmental taxing authorities.
- (c) The Earnest Money shall be credited against the cash portion of the Purchase Price due at the Closing.

- (d) Seller shall pay any and all state, county and other transfer taxes or documentary stamp taxes payable upon delivery or recording of the Warranty Deed referred to in Section 10.1 above.

10.5 Purchaser shall pay the balance of the Purchase Price to Seller at Closing by wire transfer of immediately available federal funds.

10.6 Seller shall furnish the Title Company with copies of appropriate documents demonstrating that the Seller is a corporation in good standing under the laws of the State of Michigan and such other documents as shall reasonably satisfy the Title Company that Seller and the persons executing the documents have the authority to consummate the sale contemplated hereby.

10.7 Seller shall cause the Title Company to hand mark the Title Commitment as an effective title policy.

10.8 The Parties shall execute and deliver any and all other documentation reasonably required by Purchaser, the Seller, their attorneys, and/or the Title Company, to consummate the transaction described herein and to cause the title insurance policy described in Section 6 hereof to be issued and delivered to the Purchaser; provided that such documentation does not have the effect of amending this Agreement or modifying the Parties' obligations hereunder.

SECTION 11 – CONDEMNATION; CASUALTY

11.1 In the event that notice of any action, suit or proceeding shall be given prior to the Closing for the purpose of condemning all or more than fifty percent (50%) of the Property, then either Seller or Purchaser shall have the right to terminate its obligations hereunder within fifteen (15) days after receiving notice of such condemnation proceeding, and upon such termination, the proceeds resulting from such condemnation shall be paid to Seller. In the event neither Party shall elect to terminate its obligations hereunder, if Purchaser purchases the Property, all of such condemnation proceeds (or proceeds from any sale or transfer in lieu thereof) shall be assigned and belong to Purchaser.

11.2 In the event that the Property shall be damaged or destroyed by fire, storm or other casualty on or before the Closing Date and the cost to repair such casualty loss shall exceed Fifty Thousand (\$50,000) Dollars, Purchaser shall have the right to terminate its obligations under this Agreement within ten (10) business days after receiving notice of such casualty and to receive a return of all sums deposited with Escrow Agent. In the event Purchaser shall not elect to terminate its obligations under this Agreement or in the event that the cost to repair such casualty loss is Fifty Thousand (\$50,000) Dollars or less, if Purchaser purchases the Property, Purchaser shall be entitled to receive an absolute assignment from Seller of any interest Seller may have otherwise had in the proceeds of any third-party insurance on the Property (including any rent loss insurance allocable to the period from and after the Closing) and Seller shall pay to Purchaser at Closing the amount of any deductible.

SECTION 12 – PURCHASER ACKNOWLEDGEMENT OF "AS IS" NATURE OF TRANSACTION

12.1 PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER IS PURCHASING THE PROPERTY "AS-IS" "WHERE-IS" AND "WITH ALL FAULTS" WITHOUT ANY WARRANTIES, REPRESENTATIONS (EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT) OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF, SELLER.

SECTION 13 – OPTION TO RE-PURCHASE PORTION OF IMPROVED SPACE

13.1 **Option, Option Fee.** Purchaser hereby grants to Seller an irrevocable option to purchase ("First Option Grant") approximately three thousand three hundred (3,300) square feet of contiguous (on one or more floors) ("Contiguous") "semi-improved office space" ("Option Space") in the new building ("New Building") that Purchaser intends to construct on the Property upon the terms and conditions hereinafter set forth. As used herein the term "semi-improved office space" shall mean dry-walled, unpainted, exterior and other demising walls which separate the Option Space from adjacent tenants or unit owners, without floor finishes or wall coverings and with utilities stubbed to the point of connection with the Option Space. The purchase price for the Option Space shall be One Hundred Thirty Dollars (\$130) per square foot based on BOMA standard measurements. Purchaser also grants Seller, in lieu of the First Option Grant, an irrevocable option to purchase ("Second Option Grant") approximately five thousand (5,000) square feet of Contiguous semi-improved office space in the New Building for the purchase price of One Hundred Forty-five Dollars (\$145) per square foot based on BOMA standard measurements. In the event Seller exercises either of its options, Seller shall close on the sale of such Option Space within thirty (30) days from its exercise of such option (either as provided in this Section 13.1 or in Section 13.3 below). Purchaser and Seller acknowledge and agree that the Purchase Price being paid by Purchaser to Seller for the Property contemplates and constitutes adequate consideration for the options granted to Seller herein.

In the event that Seller exercises either its First or Second Option Grant as provided herein, Seller shall also pay Purchaser, as an increase to the Purchase Price for the Option Space, an amount of Nine Dollars (\$9.00) per square foot of Property based on the Survey (the "Additional Purchase Price"). The Additional Purchase Price shall be paid to Purchaser at the same time as the Purchase Price.

13.2 **Termination of Option by Seller.** During the Option Term (defined below), Seller shall have the right to terminate both its First Option Grant and Second Option Grant (but not only one of the two), by delivering written notice to Purchaser of its termination of the options prior to the expiration of the Option Term

13.3 **Right of First Offer.** In the event that Purchaser receives a bona fide offer from a third party to purchase either the first or second Option Space, or any portion thereof, Purchaser shall notify Seller of such offer and Seller shall have sixty (60) days to exercise either its First Option Grant or Second Option Grant by providing written notice to Purchaser within this time period. In the event Seller fails to exercise either of its option grants within said sixty (60) day period, both the First Option Grant and the Second Option Grant shall terminate and the Parties shall have no further obligations with respect to such options.

13.4 **Duration of Option.** The term of the First Option Grant and the Second Option Grant ("Option Term") shall each expire within one (1) calendar year after the Effective Date of this Agreement unless Seller exercises either option in accordance with the terms set forth herein. Seller acknowledges and agrees that the exercise of either of its options to purchase automatically and fully terminates the other option to purchase without further action by Purchaser.

SECTION 14 - MISCELLANEOUS

14.1 This Agreement and the Exhibits attached hereto embody the entire agreement between the Parties in connection with this transaction and there are no oral agreements existing between the Parties relating to this transaction which are not expressly set forth herein and covered hereby. This Agreement may not be modified except in writing signed by all Parties.

14.2 Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any action on the same or any subsequent occasion.

14.3 The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

14.4 No party other than Seller and Purchaser and their successors and assigns, shall have any rights to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of Seller or Purchaser, their successors or assigns, and not for the benefit of any other party.

14.5 Any notice, request, demand, instruction or other communication to be given or served hereunder or under any document or instrument executed pursuant hereto, shall be in writing and shall be delivered personally or sent by recognized overnight courier service or by United States certified mail return receipt requested, postage prepaid or by facsimile (with confirmation of receipt) and addressed to the parties at their respective addresses set forth below, and the same shall be deemed effective upon receipt if delivered personally, or one (1) business day following delivery to such courier service or two (2) business days after deposit in the mail if mailed, or upon confirmed receipt if delivered by facsimile. The party may change its address for receipt of notices by service by of a notice of such change in accordance herewith. Notices shall be deemed properly addressed if sent to the Parties' respective address first appearing above.

14.6 This Agreement shall be governed by the procedural and substantive laws of the State of Michigan, without regard to conflicts of law principles. Any action to enforce the terms hereof or arising with respect to the Property shall be brought, if at all, in the Circuit Court for Washtenaw County, Michigan, or in the United States District Court for the Western District of Michigan, and Purchaser and Seller hereby irrevocably consent to the jurisdiction of and venue in

either of such courts. Both Parties hereby waive the right to have such matter tried before a jury. The provisions of this Section 14.6 and 14.7 shall survive Closing and delivery of the deed.

14.7 The prevailing party in any litigation between Purchaser and Seller relating to this Agreement shall be entitled, in addition to any judgment, to recover its reasonable attorneys' fees and costs incurred in connection with such litigation.

14.8 Whenever this Agreement requires that something be done within a period of days, such period shall (i) not include the day from which such period commences, (ii) include the day upon which such period expires, (iii) expire at 5:00 p.m. Dexter, Michigan time on the date by which such thing is to be done, and (iv) be construed to mean calendar days (unless otherwise specified); provided that if the final day of such period falls on a Saturday, Sunday or legal holiday where such thing is to be done, such period shall extend to the first business day thereafter.

14.9 Both Parties to this Agreement have participated fully and equally in the negotiation and preparation hereof. Therefore, this Agreement shall not be more strictly construed or any ambiguities within this Agreement resolved against either party hereto.

14.10

The stipulations, terms, covenants and agreements contained in this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns (including any successor entity after a public offering of stock, merger, consolidation, purchase or other similar transaction involving a party hereto) and nothing herein expressed or implied shall give or be construed to give to any person or entity, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

This Agreement may not be assigned by Purchaser without the consent of the Seller. Purchaser may designate an affiliate to which the Property will be conveyed to at the Closing, provided that Purchaser will continue to remain primarily liable under this Agreement notwithstanding any such designation.

14.11 This Agreement may be signed in one or more counterparts, all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the date first above written.

"SELLER"

VILLAGE OF DEXTER, a Michigan municipal corporation

By:_____

Its:_____

and

By:_____

Its:_____

"PURCHASER"

MILL CREEK TERRACE LLC, a Michigan limited
liability company, to be formed

By:_____

Its:_____

RECEIPT OF ESCROW AGENT

First American Title Insurance Corporation hereby acknowledges receipt of the sum of Twenty-five Thousand (\$25,000) Dollars that it agrees to hold in escrow as the Earnest Money in accordance with the terms of the foregoing Agreement.

FIRST AMERICAN TITLE INSURANCE
CORPORATION

By:_____

Its:_____

Dated:_____

EXHIBIT A

Legal Description of the Real Estate

EXHIBIT B

Legal Description of Purchaser's Property

EXHIBIT C

Purchaser's Site Plans

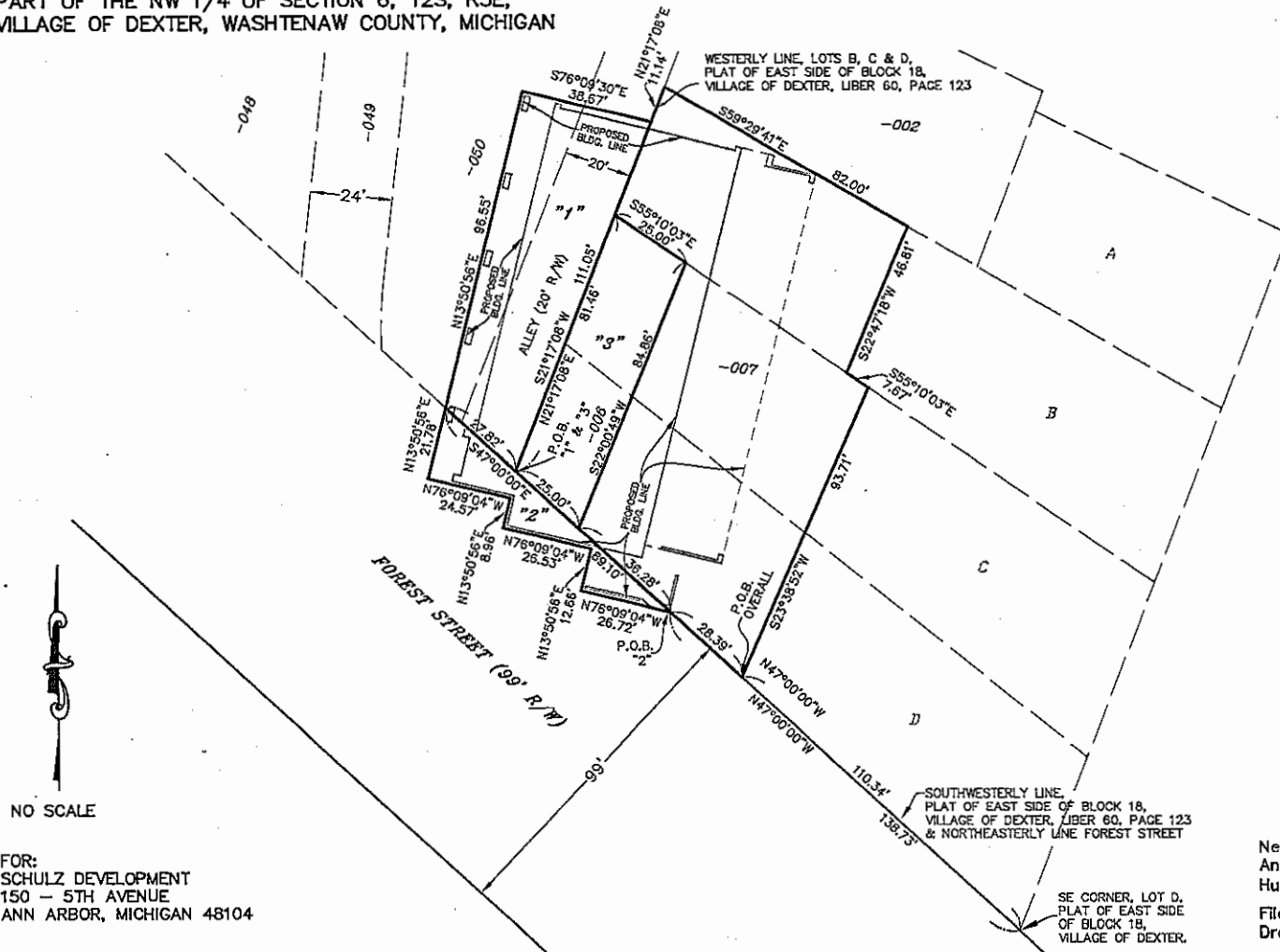
EXHIBIT D

Survey

EXHIBIT "A"

PART OF THE NW 1/4 OF SECTION 6, T2S, R5E,
VILLAGE OF DEXTER, WASHTENAW COUNTY, MICHIGAN

SHEET 1 OF 2



Nederveld, Inc.
Ann Arbor
Hudsonville
Grand Rapids
Holland
File No.: 07400236B1 Date: 1/05/08
Drafted By: BA

PART OF THE NW 1/4 OF SECTION 6, T2S, R5E,
VILLAGE OF DEXTER, WASHTENAW COUNTY, MICHIGAN

SHEET 2 OF 2

PARCEL "1"

(PT. HD-08-06-210-050 & PT. 20' WIDE ALLEY)

A parcel of land in the Northwest 1/4 of Section 6, T2S, R5E, Village of Dexter, Washtenaw County, Michigan, described as: Beginning at the Southwest corner of Lot D, "Plat of East Side of Block 18 Village of Dexter" as recorded in Liber 60, Page 123; thence N47°00'00"W 27.82 feet along the Southwesterly line of said plat extended, also being the Northeasterly right of way line of Forest Street (99' wide); thence N13°50'56"E 96.55 feet; thence S76°09'30"E 38.67 feet; thence S21°17'08"W 111.05 feet along the Westerly line of Lots B, C & D of said plat, also being the Easterly line of a 20' wide alley, to the Point of Beginning. Containing 0.08 acres. Subject to easements, restrictions and rights of way of record.

PARCEL "2"

(PT. OF FOREST STREET R.O.W.)

A parcel of land in the Northwest 1/4 of Section 6, T2S, R5E, Village of Dexter, Washtenaw County, Michigan, described as: Commencing at the Southeast corner of "Plat of East Side of Block 18 Village of Dexter" as recorded in Liber 60, Page 123; thence N47°00'00"W 138.73 feet along the Southwesterly line of said plat, also being the Northeasterly right of way line of Forest Street (99' wide) to the Point of Beginning; thence N76°09'04"W 26.72 feet; thence N13°50'56"E 12.66 feet; thence N76°09'04"W 26.53 feet; thence N13°50'56"E 8.96 feet; thence N76°09'04"W 24.57 feet; thence N13°50'56"E 21.78 feet; thence S47°00'00"E 89.10 feet along the Southwesterly line of said plat and the Northeasterly line of said Forest Street to the Point of Beginning. Containing 0.02 acres. Subject to easements, restrictions and rights of way of record.

PARCEL "3"

(HD-08-06-210-006)

A parcel of land in the Northwest 1/4 of Section 6, T2S, R5E, Village of Dexter, Washtenaw County, Michigan, described as: Beginning at the Southwest corner of Lot D, "Plat of East Side of Block 18 Village of Dexter" as recorded in Liber 60, Page 123; thence N21°17'08"E 81.46 feet to the Northwest corner of Lot C of said Plat; thence S55°10'03"E 25.00 feet along the Northerly line of said Lot C; thence S22°00'49"W 84.86 feet; thence N47°00'00"W 25.00 feet along the Southwesterly line of said Lot D, also being the Northeasterly right of way line of Forest Street (99' wide) to the Point of Beginning. Containing 0.05 acres. Subject to easements, restrictions and rights of way of record.

OVERALL PARCEL

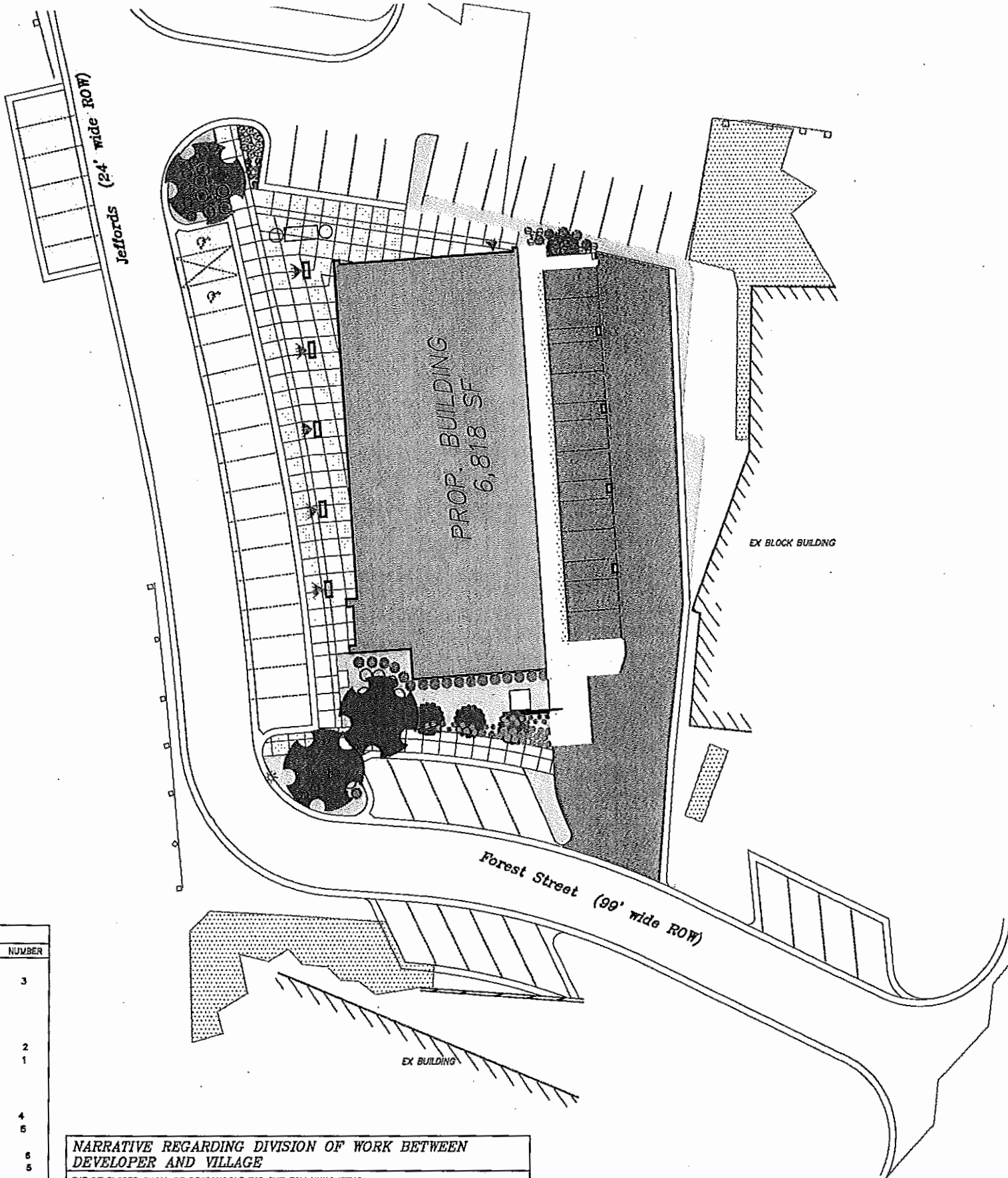
(PT. OF FOREST STREET R.O.W.; PT. HD-08-06-210-050; PT. 20' WIDE ALLEY; HD-08-06-210-006; HD-08-06-210-007)

A parcel of land in the Northwest 1/4 of Section 6, T2S, R5E, Village of Dexter, Washtenaw County, Michigan, described as: Commencing at the Southeast corner of "Plat of East Side of Block 18 Village of Dexter" as recorded in Liber 60, Page 123; thence N47°00'00"W 110.34 feet along the Southwesterly line of said plat, also being the Northeasterly right of way line of Forest Street (99' wide) to the Point of Beginning; thence N47°00'00"W 28.39 feet along said Plat line and R.O.W. line; thence N76°09'04"W 26.72 feet; thence N13°50'56"E 12.66 feet; thence N76°09'04"W 26.53 feet; thence N13°50'56"E 8.96 feet; thence N76°09'04"W 24.57 feet; thence N13°50'56"E 118.33 feet; thence S76°09'30"E 38.67 feet; thence N21°17'08"E 11.14 feet along the Westerly line of Lot B of said Plat; thence S59°29'41"E 82.00 feet along the Northerly line of said Lot B; thence S22°47'18"W 46.81 feet; thence S55°10'03"E 7.67 feet along the Northerly line of Lot C of said Plat; thence S23°38'52"W 93.71 feet to the Point of Beginning. Containing 0.35 acres. Subject to easements, restrictions and rights of way of record.

FOR:
SCHULZ DEVELOPMENT
150 - 5TH AVENUE
ANN ARBOR, MICHIGAN 48104

Nederveld, Inc.
Ann Arbor Grand Rapids
Hudsonville Holland

File No.: 07400236B1 Date: 1/05/08
Drafted By: BA



NARRATIVE REGARDING DIVISION OF WORK BETWEEN DEVELOPER AND VILLAGE

THE DEVELOPER SHALL BE RESPONSIBLE FOR THE FOLLOWING ITEMS:

- 1). All work within the Limits of Development as shown on this site plan, including the removal of the existing pavement within this area, the proposed building, columns, the parking and overhang east of the building, the sidewalk east of the building and up to the dumpster/transformer, the proposed storm sewer east of the proposed building, the green area and landscaping south of the building and north of the sidewalk along Forest, the drive to the dumpster, and the dumpster and transformer and pad.
- 2). Relocation of the existing watermain and gas main as needed.
- 3). Extending the sanitary lateral to the site, including all removal and repair.
- 4). Cost of survey work for legal descriptions for the water/gasmain and for land transfers.
- 5). Engineering design of the land within the Development Limits.

THE VILLAGE WILL BE RESPONSIBLE FOR THE FOLLOWING ITEMS:

- 1). All work that is outside the Limits of Development as shown on this site plan, including removal of existing pavement, reconfiguration of Jeffords and Forest, the parking spaces and sidewalk along Jeffords and Forest, the storm sewer for Jeffords and Forest, the sidewalk/concrete shown on the plan including the sidewalk under the overhang/between the columns and the building but excluding the sidewalk east of the building.
- 2). Engineering design of the land/streets outside the Development Limits.

SEQUENCE OF CONSTRUCTION

REMOVAL OF EXISTING PAVEMENT	VILLAGE/DDA
RECONFIGURATION OF JEFFORDS AND FOREST, INCLUDING PARKING	VILLAGE/DDA
RELOCATION/RECONSTRUCTION OF WATERMAIN/GAS MAIN	DEVELOPER
CONSTRUCTION OF MILL CREEK BUILDING	DEVELOPER
CONSTRUCTION OF SIDEWALK AND CONCRETE UP TO BUILDING LIMITS	VILLAGE/DDA
PAVEMENT AND COMPLETION OF PARKING AND DRIVE EAST OF BUILDING	DEVELOPER



VILLAGE OF DEXTER - COMMUNITY DEVELOPMENT OFFICE

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

AGENDA 1-14-08

ITEM L-5

Memorandum

To: Village Council
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: Article 6, Landscaping Standards Ordinance Amendment
Recommendation from Planning Commission
Date: January 14, 2007

Attached are proposed amendments to Article 6, Landscaping Standards. The amendments are being proposed to Section 6.14F. The current ordinance was recently amended and effective on 10-10-07.

The proposed amendments include the following:

1. Replace the words 'Endowment Fund' with 'Replacement Program' throughout the ordinance. Endowments typically function by using the interest only for expenditures and that is not the intent of the program.
2. Delete 'shrubs for trees at a ratio of no less than 6 shrubs per required tree replacement or'. The Tree Board recommended that this be removed because shrubs should not be permitted to be used as replacements.
3. 'Contributions placed in the Tree Replacement Program shall be used in accordance with the Tree Replacement Program Policy Statement'. It is recommended that this be added so that the intent of the replacement standards continues to be met per the policy statement. A DRAFT of the policy has been included of your review.

There are no other amendments proposed to Article 6 at this time.

PLANNING COMMISSION DECISION

On January 7, 2008 the Planning Commission held a public hearing on the proposed amendments to Article 6, Landscaping Standards. The amendments were minimal since the ordinance was recently revised and effective in October 2007.

There was no public wishing to comment on the proposed ordinance amendments.

The Planning Commission moved to recommend that the Village Council adopt the proposed amendments to Article 6, Landscaping Standards.

SUGGESTED MOTIONS

Per Section 23.06, Criteria for Amendment to the Zoning Ordinance Text and the Planning Commission recommendation, the Village Council moves to accept the ordinance amendments and language clarification proposed to Article 6, Landscaping Standards of the Zoning Ordinance.

OR

The Village Council moves to postpone action on the proposed amendments to Article 6, Landscaping Standards until _____ (DATE) _____ to allow more time for the following:

1. _____
2. _____

Please feel free to contact me if you have any additional questions.

Thank you.

Article VI

LANDSCAPING STANDARDS

Section 6.01 INTENT

The intent of this Article is to establish minimum standards for the design, installation, and maintenance of landscaping along public streets, as buffer areas between uses, on the interior of a site, within parking lots, and adjacent to buildings. Landscaping is viewed as a critical element contributing to the aesthetics, development quality, stability of property values, and the overall character of the Village. The standards of this Article are also intended to provide incentives to preserve quality mature trees, screen headlights to reduce glare, integrate various elements of a site, help ensure compatibility between land uses, assist in directing safe and efficient traffic flow at driveways and within parking lots, and minimize negative impacts of stormwater runoff and salt spray.

The landscape standards of this section are considered the minimum necessary to achieve the intent. In several instances, the standards are intentionally flexible to encourage creative design based on the specific conditions of the environment. Applicants are encouraged to provide additional landscaping to improve the function, appearance, and value of the project site. Reference to the National Standards for Horticulture is encouraged.

Section 6.02 REQUIREMENTS AND TIMING OF LANDSCAPING

Landscaping shall be illustrated on any site plan reviewed by the Village. The landscape plan shall clearly describe the location, type, size, and spacing of all plant materials. The landscape plan should also include information on the percentage (%) of genus and species of each proposed planting to ensure diversity in species throughout the village. The village permits no more than 25% of any one genus or 10% of any one species per site plan. Wherever the Zoning Ordinance requires landscaping or plant materials, it shall be planted within six (6) months from the date of issuance of a certificate of occupancy and shall thereafter be reasonably maintained.

For large developments, over 80 acres, landscaping proposed within the right-of-way at entrances and along the perimeter of the site shall be installed following the installation of the streets and utilities. If installation of landscaping cannot be completed due to weather conditions, landscaping shall be installed as weather permits.

At the time of the request for Final Zoning Compliance, the applicant shall provide confirmation of the species planted and the date of planting.

Section 6.03 SPECIAL PROVISIONS FOR EXISTING SITES

In any case where the area of the building and/or parking is increased by ten (10%) percent over the originally approved site plan or the use is being changed to a more intensive use as determined by the Planning Commission, the site shall be brought into full compliance with the landscape standards herein.

Section 6.04 REQUIRED PARKING LOT SCREENING

- A. **Required Parking Lot Screening From Public Streets - All Districts Except Village Commercial and Central Business District:** Parking lots which abut a public street in all districts with the exception of the Village Commercial and Central Business District shall provide a landscape screen as follows:

1. Minimum Width: Ten (10) feet.
2. Required Plantings:
 - One deciduous tree, 2-3" caliper, per 35 feet of linear frontage, spacing to be determined by designer OR
 - One – 5-6' (minimum) evergreen tree per Section 6.11 for every 20' of linear frontage. Spacing to be determined by designer AND
 - Four – 2-3' (minimum) shrubs per Section 6.11 for every 20' of linear frontage. Shrubs shall not be required if an opaque wall or fence having a minimum height of three (3) feet is erected. Planning Commission may reduce the required number of shrubs if evergreen trees are used to meet the required number of tree plantings.

- B. **Required Parking Lot Screening From Public Streets - Village Commercial and Central Business District:** All parking lots within the Village Commercial and Central Business District shall provide a landscape screen as follows:

1. Minimum width: four (4) feet

Planning Commission may reduce or waive minimum width requirements if a wall having a minimum height of three (3) feet is erected.
2. Required Plantings:
 - Six – 2-3' (minimum) evergreen or deciduous shrubs per Section 6.11 for every 20' of linear frontage
 - One (1) deciduous tree, 2-3" caliper, per 20' of linear frontage if screen width is a minimum of four (4) feet.

Section 6.05 BUFFER

A buffer strip is required per section 6.06. The intent of the buffer strip is to have a minimum five (5) foot high obscuring area. A buffer strip shall meet the following requirements:

- A. Minimum per section 6.06
- B. All trees shall be evergreen (minimum 5 foot high) and/or ornamental trees (minimum 2 inch caliper).
- C. All shrubs shall be a minimum of three (3) feet high at installation.
- D. The buffer planting area shall contain grass, ground cover, three (3) inch-deep shredded-bark mulch, or three (3) inch-deep stone mulch.

Section 6.06 LANDSCAPE SCREENING BETWEEN LAND USES

Village of Dexter Zoning Ordinance

Effective 10-10-07

PROPOSED USE	Adjacent to Single or Two-Family Residential Use/Zone	Adjacent to Prof. Business/Office District Use/Zone	Adjacent to Commercial District Use/Zone	Adjacent to Multiple Family Use/Zone	Adjacent to Industrial/RD Use/Zone
One Family Residential	None	C	C	B	D
Two-Family Residential	None	C	C	B	D
Multiple Family	B	A	B	A	C
C-1 General Business	C	C	A	B	C
CBD and VC Central Business and Village Commercial*	A	A	A	A	A
Professional Business / Office	C	A	C	A	C
Industrial/RD	D	C	C	C	A

- Village Commercial And Central Business District – Per Section 6.13 Buffer requirements may be waived or reduced by the Planning Commission if the site design provides for additional landscaping, better site design, or shared parking and/or ingress and egress drives.

BUFFER ZONE	Minimum Width	Wall/Berm	Minimum Plant Materials
A	10 Feet	None Required	1 ornamental OR 1 evergreen tree every fifty (50) lineal feet along the property line AND 5 upright shrubs per each thirty (30) lineal feet along the property line, rounded upward
B	10 Feet	4 foot high continuous wall or fence	1 ornamental OR 1 evergreen tree AND 7 upright shrubs per each thirty (30) lineal feet along the property line, rounded upward
C	15 Feet	6 foot high continuous wall, fence or 3 foot high planted berm	1 ornamental tree OR 1 evergreen AND 5 upright shrubs per each thirty (30) lineal feet along the property line, rounded upward
D	20 Feet	8 foot high continuous wall, fence or 4 foot high planted berm	1 ornamental tree, 1 evergreen tree AND 5 upright shrubs per each thirty (30) lineal feet along the property line, rounded upward

Section 6.07 ON-SITE LANDSCAPING

Multiple Family Residential projects shall provide a minimum of one (1) deciduous tree (minimum 2.5-inch caliper) or evergreen tree (minimum 5 foot high) for every 1,000 square feet of open space on the development site. Trees in any required screen may be counted.

For every new development except in the One Family Residential Districts, Two Family Residential

Village of Dexter Zoning Ordinance

Effective 10-10-07

Districts, Multiple Family Residential Districts, and Village Commercial and Central Business Districts, there shall be interior landscaping areas exclusive of any other required landscaping consisting of at least five percent (5%) of the total lot area. This landscaped area should be grouped near building entrances, along building foundations, along pedestrian walkways, and along service areas. All interior landscaping shall conform to the following:

- A. One (1) deciduous tree (minimum 2.5-inch caliper) or ornamental tree (minimum 2-inch caliper) or evergreen tree (minimum 6-foot height) shall be provided for every four hundred (400) square feet of required interior landscaping area.
- B. One (1) eighteen (18) inch-high shrub shall be provided for every two hundred fifty (250) square feet of required interior landscaping area.
- C. The interior landscaping area shall contain grass, ground cover, three (3) inch-deep shredded-bark mulch, or three (3) inch-deep stone mulch. It shall be curved or edged as necessary.

Section 6.08 PARKING LOT LANDSCAPING

Within every parking area containing at least 3000 square feet of pavement, at least three percent (3%) of the total parking lot area shall be landscaped in addition to any other landscaping requirements. This landscaping shall meet the following standards:

- A. One tree of a species identified in Section 6.11 of this Ordinance shall be planted for every four hundred (400) square feet of required parking lot landscaping area.
- B. Landscaping shall be dispersed throughout the parking lot in order to break up large expanses of pavement and help direct safe and efficient traffic flow within the lot. A minimum of one tree shall be planted and included in each landscaping island or required landscaping area pursuant to the calculations of this section.
- C. Landscaping shall be installed so that at maturity it does not obscure traffic signs or light, obstruct access to fire hydrants, or interfere with adequate motorist sight distance.
- D. All islands shall be curbed. Dimensions of islands shall be shown on the site plan. Minimum island width shall be ten (10) feet; minimum radii shall be ten (10) feet at ends facing main aisles and a minimum one (1) foot for radii not adjacent to main circulation aisles. The length of the islands shall be two (2) feet shorter than adjacent parking space in order to improve maneuvering.

Section 6.09 STREET TREE PLANTING

One (1) street tree is required at a minimum of every thirty (30) lineal feet or a maximum of every forty (40) lineal feet between the sidewalk and the curb in a residential subdivision or other development with frontage on a public street. Placement of street trees on cul-de-sacs shall be reviewed as part of site plan approval. Street trees throughout the site should at minimum meet the 40-lineal-foot requirement. All street trees should be planted so as not to interfere with overhead utility lines or underground utilities. The size of the tree at maturity will be used to evaluate the placement. When developing a site plan, consideration should be given to the mature size and height of the tree and whether or not there are overhead lines. Consideration should also be given to the tree's location to underground utilities including water and sewer lines. Notes should be included

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Effective 10-10-07

on all site plans indicating that trees shall not be planted within five (5) feet of water or sewer lines.

Section 6.10 WASTE RECEPTACLE AND MECHANICAL EQUIPMENT SCREENING

Waste Receptacles shall be located and screened in accordance with the standards of Section 3.16, Waste Receptacles. Ground mounted mechanical equipment shall be screened with plant materials, fences, or a wall when deemed necessary by the Planning Commission.

Section 6.11 RECOMMENDED PLANT MATERIALS

All plant material shall be hardy to the area, free of disease and insects, and shall conform to the American Standard for Nursery Stock of the American Association of Nurserymen. The overall landscape plan shall not contain more than 25% of any one plant genus or 10% of any one species. The use of trees native to Southeast Michigan or a mixture of trees from the same species association is encouraged. Applicants are encouraged to provide additional landscaping to improve the function, appearance, and value of the project site. Trees included in this list are recommended but not exclusive of trees permitted in the Village of Dexter. Other species may be approved by the Planning Commission.

A. Street and Parking Lot Trees

Note: Cultivars typically available from commercial nursery sources are listed with the common and botanical names. Non-deciduous conifers/evergreens are not permitted to be used as street trees since they interfere with visibility, pedestrian safety, and vehicular circulation.

1. Deciduous Trees. Tree sizes at time of planting shall adhere to Sections 6.04 & 6.07.

SCIENTIFIC NAME	COMMON NAME	CULTIVARS (CVS)
Acer rubrum	Red Maple	Red Sunset, September Charm, October Glory, other cvs.
Acer saccharum	Sugar Maple	Green Mountain, Bonfire, Legacy, other cvs.
Acer x freemanii (A. rubrum x A. saccharinum)		Autumn Blaze, Celebration, Morgan, other cvs.
Acer nigrum	Black Maple	Little ornamental difference saccharum
Celtis occidentalis	Hackberry	Relatively fast growing and tolerant of harsh urban conditions
Gleditsia triacanthos inermis	Honey Locust	Many thornless, non-fruiting cultivars: Imperial, Shademaster, Halka, Skyline, other cvs.
Ginkgo biloba	Ginkgo	Use male only; there is a columnar cv.
Liriodendron tulipifera	Tulip Tree	
Liquidambar styraciflua	Sweet Gum	Many cultivars; use only northern grown trees; Moraine is among the hardiest
*Metasequoia glyptostroboides	Dawn Redwood	Several cultivars; hardiness is an issue; best as a park tree where branches kept to ground
*Platanus x occidentalis	London Plane Tree	Coarse, messy; disease issues
Quercus acutissima	Sawtooth Oak	

*Quercus alba	White Oak	Transplants with some difficulty; big; for parks, not street trees
Quercus bicolor	Swamp White Oak	Tough, coarse; chlorosis on high pH soils
Quercus coccinea	Scarlet Oak	
*Quercus macrocarpa	Bur Oak	Gets huge; nuts
*Quercus palustris	Pin Oak	Pendulous lower branches a problem re walks, narrow areas; chlorotic in high pH soils
Quercus robur	English Oak	
Quercus rubra	Northern Red Oak	Transplants easily; sizes up quickly; durable; nuts
Sophora japonica	Pagoda Tree	Summer flowering; durable urban tree
Taxodium distichum	Bald Cypress	Up and coming for street tree use
Tilia cordata	Littleleaf Linden	
Tilia tomentosa	Silver Linden	Several cultivars; durable
Ulmus parvifolia	Lacebark Elm	Tough, adaptable, easily transplanted; mult.cvs.
Zelkova serrata	Japanese Zelkova	Many cultivars; Green Vase and Village Green commonly available; transplants easily
* Species best located in parks and open spaces		

2. Deciduous Shrubs. Shrub sizes at time of planting shall adhere to Sections 6.04 and 6.07.

SCIENTIFIC NAME	COMMON NAME/CULTIVARS
Aronia melanocarpa	Black Chokeberry
Berberis mentorensis	Mentor Barberry
Chaenomeles speciosa	Flowering Quince cultivars
Cornus sericea cvs	Red Twig Dogwood
Cornus sericea 'Flaviramea'	Yellow Twig Dogwood
Cotoneaster divaricatus	Spreading Cotoneaster
Euonymus alata	Burningbush
Hydrangea paniculata	PeeGee Hydrangea and cultivars
Ilex verticillata cultivars	Michigan Holly cultivars
Myrica pensylvanica	Northern Bayberry
Rhus glabra, typhina, copallina	Sumacs
Ribes alpinum	Alpine Currant
Viburnum dentatum	Arrowwood Viburnum and cultivars
Viburnum lantana	Wayfaringtree Viburnum
Viburnum lentago	Nannyberry

3. Small/ornamental trees. Tree sizes at time of planting shall adhere to Section 6.07.

SCIENTIFIC NAME	COMMON NAME/CULTIVARS
Acer ginnala	Amur Maple Tough, fall color
Cornus mas	Corneliancherry Dogwood
Crataegus crus-galli inermis	Thornless Cockspur Hawthorn Dense, no thorns
Crataegus viridis	'Winter King' Winter King Hawthorn Sparse thorns
Hamamelis spp and cultivars	Witchhazels
Koelreuteria paniculata	Goldenrain Tree Summer fls; tough
Magnolia stellata	Star Magnolia
Malus spp. and cvs	Flowering Crabapples, many cvs. check lists for disease susceptibility
Prunus spp. and cvs.	Flowering Cherries
Pyrus calleryana cvs.	Callery Pears (Cleveland, Aristocrat, others – not Bradford)
Syringa reticulata	Japanese Tree Lilac
Viburnum prunifolium	Blackhaw (tree form)
Acceptable for more sheltered situations:	
Amelanchier spp and cultivars	Amelanchier, Serviceberry
Cercis Canadensis, C. Can. 'Alba'	Redbud, Whitebud

Halesia monticola	Mountain Silverbell
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B. Materials For Parking Lot Screens And Buffer Plantings

The following is a selection of both evergreen and deciduous material suitable for use in planted buffers and screens. Other materials of similar density which reach a minimum 6' height at maturity may also be appropriate for use in screen or buffer plantings.

1. Evergreen trees and shrubs. Minimum size of plantings at the time of installation shall adhere to the standards in Sections 6.04 & 6.05.

SCIENTIFIC NAME	COMMON NAME/CULTIVARS
Juniperus, upright spp and cultivars	Junipers-Ames, Iowa, Canaerti, Hooks, Keteleeri, others
Juniperus, mid-size cultivars	Junipers-Sea Green, Holger, others
Pinus mugo	Mugo Pine
Pinus sylvestris	Scotch Pine
Thuja occidentalis	American Arborvitae-Techny, Nigra, Emerald Green

2. Ornamental trees and large shrubs. Minimum size of plantings at the time of installation shall adhere to Sections 6.04 & 6.05.

SCIENTIFIC NAME	COMMON NAME/CULTIVARS
Betula pumila	Dwarf Birch
Chaenomeles speciosa	Flowering Quince
Cornus rugosa, many cultivars	Roundleaf Dogwood
Crataegus crus-galli >inermis	Thornless Cockspurs Hawthorne
Euonymus alata	Burningbush
Hibiscus syriacus	Rose of Sharon
Viburnum dentatum	Arrowwood Viburnum
Viburnum lentago	Nannyberry
Viburnum plicatum cvs.	Doublefile Viburnum
Viburnum prunifolium	Black Haw Viburnum
Viburnum trilobum	American Cranberry

3. Medium / small shrubs

SCIENTIFIC NAME	COMMON NAME/CULTIVARS
Berberis thunbergii and cultivars	Japanese Barberry
Calycanthus floridus	Sweetshrub
Chaenomeles japonica cvs.	Dwarf Flowering Quince
Chaenomeles speciosa cvs.	Flowering Quince

Chamaecyparis obtuse cvs.	Hinoki Falsecypress
Cornus alba 'Elegantissima'	Variegated Redtwig Dogwood
Cornus sericea cvs.	Redtwig, Yellowtwig Dogwood
Cotoneaster divaricatus	Spreading Cotoneaster
Deutzia gracilis	Slender Deutzia
Diervilla lonicera	Dwarf Bush Honeysuckle
Euonymus alatus 'Compacta'	Compact Burning Bush
Hydrangea paniculata cultivars	PeeGee Hydrangea
Lonicera xylosteum	Dwarf Honeysuckle
Myrica pensylvanica	Northern Bayberry
Potentilla fruticosa, many cultivars	Potentilla
Rhus aromatica 'Gro Low'	Gro Low Fragrant Sumac
Ribes alpinum	Alpine Currant
Roses, Landscape Type	Landscape Roses
Spiraea japonica cultivars	Summer Flowering Spiraeas
Syringa patula 'Miss Kim'	Miss Kim Dwarf Lilac

4. Groundcovers, Perennials and Ornamental Grasses

SCIENTIFIC NAME	COMMON NAME/CULTIVARS
Calamagrostis acutiflora cultivars	Feather Reed Grass
Echinacea purpurea	Cone Flowers
Euonymus fortunei 'Coloratus'	Purpleleaf Wintercreeper
Helictotrichon sempervirens	Blue Oat Grass
Juniperus, many prostrate, spreading and low mounding species/cultivars	Junipers
Hemerocallis	Daylilies
Pennisetum alopecuroides and cvs.	Japanese Fountain Grass
Rudbeckia sullivantii 'Goldsturm'	Black-eyed Susan
Stephanandra incisa 'Crispa'	Cutleaf Stephanandra

5. Large Ornamental grasses

SCIENTIFIC NAME	COMMON NAME/CULTIVARS
Andropogon gerardii	Big bluestem
Bouteloua curtipendula	Side-Oats Grama
Carex pensylvanica	Pennsylvania sedge
Chasmanthium latifolium	Northern sea oats
Hystrix patula	Bottlebrush grass
Koeleria macrantha	June grass
Panicum virgatum	Switch grass
Schizachyrium scoparium	Little bluestem
Sorghastrum nutans	Indian grass

Sporobolus heterolopsis	Prairie dropseed
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6. Grasses, Sod, Seed, and Hydroseed. The following common perennial turf grasses may be planted on any site. Species listed below were selected for their ability to withstand the Michigan climate.

Kentucky bluegrass
Fine-leaved fescue
Perennial ryegrass

- C. **Trees Not Permitted:** (except where they are considered appropriate for the ecosystem, such as in a wetland environment not in proximity to any existing or proposed buildings or structures)

SCIENTIFIC NAME	COMMON NAME/CULTIVARS
Acer negundo	Box Elders
Acer platanoides, saccharinum	Maples (Norway, Silver)
Aesculus hippocastanum	Horse Chestnut (nut bearing)
Ailanthus altissima	Tree of Heaven
Catalpa (all)	Catalpa Wayfaring Tree
Ginkgo	Female Ginkgo
Fraxinus (all)	Ash (all varieties)
Juglans nigra	Black Walnut
Morus	Paper mulberry
Populus alba	Poplars/Cottonwood (White, Silver)
Robinia pseudoacacia	Black Locust
Salix (all)	Willows
Ulmus pumila	Elms (Siberian)

Trees with the following characteristics are also undesirable: fruit bearing, weak wooded, weeping form/branches, low-branching height typically lower than five (5) feet.

Section 6.12 GENERAL LAYOUT AND DESIGN STANDARDS

- A. All landscape plans required for commercial, industrial, office, and mobile home park developments and multiple family developments in the R-3 District over three (3) acres in size, submitted to the Village of Dexter for review and approval, must be prepared and signed by a State of Michigan licensed landscape architect.
- B. The landscape plan should also include information on the percentage (%) of genus and species of each proposed planting to ensure diversity in species throughout the village. The village requires no more than 25% of any one genus or 10% of any one species per site plan.
- C. Upon submittal of final zoning compliance, the applicant should include information on the species of trees planted and date of planting. If weather is not permitting, the applicant shall post a performance escrow to ensure compliance when weather permits.

- D. Landscaped areas and plant material required by this Ordinance, including the lawn, shall be kept free from refuse and debris and shall be maintained in a healthy growing condition. If any plant material required by this Ordinance dies or becomes diseased, it shall be replaced within thirty (30) days of written notice from the Village or within an extended time period as specified in said notice.
- E. Tree stakes, guy wires, and tree wrap are to be removed after one (1) year.
- F. All landscaped areas shall be provided with a readily available and acceptable water supply or with at least one (1) outlet located within one hundred (100) feet of all plant material to be maintained.
- G. Landscaping materials and arrangement shall ensure adequate sight visibility for motorists, adequate clearance for pedestrians and vehicles, and accessibility to fire hydrants.
- H. Landscape within the site shall be approved based on adequate sight distance, size of planting area, location of sidewalks, maintenance of adequate overhead clearance, accessibility to fire hydrants, location of underground utilities, visibility to approved signs of adjacent uses, compatibility with the visual character of the surrounding area, maintenance-performance guarantee, curbing around landscape areas.
- I. Plantings within fifteen (15) feet of a fire hydrant shall be no taller than six (6) inches at maturity.
- J. Berms shall be constructed with slopes no greater than one (1) foot vertical for each four (4) feet horizontal and with at least a three (3) foot wide generally flat top. Adequate protection against wind erosion shall be provided. Berms shall be designed and constructed to appear as a natural feature in the landscape and the vicinity. Uniform heights and shapes should be avoided. If a slope greater than 1 (vertical) on 4 (horizontal) is necessary, the surface shall be planted with ground covers that are suitable for stabilizing surfaces. Hydroseed or seed are not acceptable.

Section 6.13 WAIVER OR MODIFICATION OF STANDARDS FOR SPECIAL SITUATIONS

The Planning Commission may determine existing landscaping or screening intended to be preserved, or a different landscape design, would provide all or part of the required landscaping and screening. The Planning Commission may approve credit for existing trees on a site to accommodate landscaping requirements. Trees to be preserved shall be counted for credit only if they are located on the developed portion of the site as determined by the Planning Commission and are not on the list of trees not permitted. Refer to Section 6.11(c). In no case shall the minimum number of required trees be reduced by less than 50% through the use of existing trees. The credit for preserved trees shall be:

<u>D.B.H. of Preserved Tree * (in inches)</u>	<u>Number of Trees Credited</u>
over 12 inches	3
8" - 11.9"	2
2.5" - 7.9"	1
* D.B.H. is the diameter measured at a height of four and one-half (4.5) feet above the natural grade. (Diameter at Breast Height, D.B.H.)	

In making a determination to waive or reduce the landscape and screening requirements of this Article, the following may be considered.

- A. Extent to which existing natural vegetation provides desired screening.
- B. The existence of a steep change in topography which would limit the benefits of required landscaping.
- C. The presence of existing wetlands.
- D. Existing and proposed building placement.
- E. The abutting or adjacent land is developed or planned by the Village for a use other than residential.
- F. Building heights and views.
- G. The adjacent residential district is over 200 feet away from the subject site.
- H. Conditions similar to the above exist such that no good purpose would be served by providing the landscaping or screening required.

Section 6.14 REPLACEMENT STANDARDS

The standards below are intended to encourage the preservation of existing mature, healthy trees on private property which contribute to the character, welfare, and quality of life in Dexter. These standards are intended to prevent the unnecessary removal of trees prior to, during, and following

construction on a site. The standards of this section in conjunction with the standards for site plan review promote the goals of the Dexter Master Plan.

- A. As noted in Article XXI, Site Plan Review, all trees over eight (8) inches caliper shall be identified on the site plan designating those to be preserved and those to be removed.
- B. Trees intended to be preserved shall be indicated with a special symbol on the site plan and be protected during construction through use of a fence around the dripline.
- C. To protect and encourage the continued health of the preserved trees, the ground area within the dripline of the trees shall be maintained in vegetative landscape material or pervious surface cover. The Village may not allow sidewalks, bike paths, vehicular lanes or parking within the dripline upon determining the setback from the trunk is suitable to reasonably ensure protection of the tree and the public. Storage of soils or other materials during or after construction within the dripline is prohibited.
- D. All existing trees identified on the site plan with an eight (8) inch or larger caliper to be removed must be replaced according to the following table. Replacement trees shall be in addition to all other landscaping requirements.

<u>D.B.H.* of Removed Tree</u>	<u>Number of Trees Required to Be Planted</u>
Landmark Trees**	5 trees of at least 2.5" caliper
23.9" or larger (non-native)	4 trees of at least 2.5" caliper
12" - 23.9"	3 trees of at least 2.5" caliper
8" - 11.9"	2 trees of at least 2.5" caliper

* D.B.H. is the diameter measured at a height of four and one-half (4.5) feet above the natural grade. (Diameter at Breast Height, D.B.H.)

**** Landmark Tree.** Any native species tree of 24" D.B.H. or greater that has a health and condition standard factor over 50 percent based on the standards established by the International Society of Arboriculture. These standards consider the soundness of the trunk, the growth rate, the structure of the tree, the presence of insects or disease, the crown development, and the life expectancy.

- E. Any property owner or his representative proposing to clear more than twenty-five percent (25%) of the trees of eight (8) inch diameter at breast height (D.B.H.) or greater on a site, as determined by the Planning Commission, shall first notify the Village of the intent of such clearing and/or earth change and submit a proposed plan describing the site's features for review and approval by the Planning Commission.

This sub-section shall not prevent tree clearing for approved building envelopes, swimming pools, decks, essential services, utility lines or construction drives; nor shall this ordinance prohibit site alterations for farming purposes. The Planning Commission may waive the (D.B.H.) standard for select clearing of lower quality and non-native species including, but not limited to box elders, elms, poplars, willows, and cottonwoods.

- F. Where it is not feasible and/or desirable to replace or relocate trees on site, according to the above listed schedule, the Planning Commission may require greater size for replacement trees, require replacement trees at another location on public property in the Village, or require contributions to the Village's Tree Replacement Program.

Where the applicant demonstrates that it is not possible to mitigate all replacements on site, the Planning Commission may also consider the planting of two ornamental trees per one required replacement tree.

On site replacement and/or relocation shall be required for permitted activities in accordance with the replacement schedule of this section. Every effort should be made to relocate or mitigate trees on site. Off site mitigation or contribution to the Village's Tree Replacement Program shall only be allowed after the applicant has demonstrated that on site mitigation is not practical or feasible. The requirement for on site mitigation may be altered or waived by the Planning Commission if the proposal meets the following criteria:

1. The proposal meets all other ordinance requirements.
2. The applicant can clearly demonstrate that there is inadequate planting area for the healthy installation of the required trees on site and that maximum effort has been put into locating as many of the required trees as possible.
3. The applicant has made every reasonable effort to preserve as many of the existing on site trees as possible.
4. The proposal demonstrates environmental sensitive design in terms of topography, stormwater management, soil erosion management, etc.

Should the proposal meet the above criteria, the Planning Commission may reduce the requirement for on site mitigation of replacement trees and permit mitigation off site at an approved location or by contribution to the Village's Tree Replacement Program. Off site

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mitigation or financial contribution shall only apply if the Planning Commission should determine that no practical or feasible alternative exists for on site mitigation. Payment to the program, per tree removed shall be in accordance with replacement fee schedule as established by Village Council resolution. Contributions placed in the Tree Replacement Program shall be used in accordance with the Tree Replacement Program Policy Statement.

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Section 6.15 TREE PROTECTION DURING CONSTRUCTION

Placement of Materials Near Trees. No person shall conduct any activity within the dripline of any tree designated to remain including, but not limited to, placing solvents, building materials, construction equipment, or soil deposits within the drip line. Nor shall vehicles or construction equipment be operated in such close proximity of an existing tree so as to cause compaction of the soil within the dripline of the tree which is to remain.

Attachments to Trees. During construction no person or entity shall attach any device or wire to any tree which is to remain after construction.

Protective Barriers. Before development, land clearing, filling, or any other land alteration for which a permit is required, the developer and/or property owner shall erect and maintain suitable barriers to protect existing trees which are to remain after construction. Protective barriers shall remain in place until the Village authorizes their removal or issues a final Certificate of Occupancy, whichever occurs first. Wood, metal, or other substantial material shall be utilized in the construction of barriers. Barriers are required for all trees designated to remain except in the following cases:

1. **Rights-of-Way and Easements.** Street rights-of-way and utility easements may be cordoned by placing stakes a minimum of fifty (50) feet apart and tying ribbon, plastic tape, rope, or similar material from stake to stake along the outside perimeters of areas to be cleared.
2. **Large, Separate Areas.** Large areas of property separate from the construction or land clearing area on to which no equipment will venture may also be cordoned off as described in Paragraph A, above.

6.16 LANDSCAPE MATERIAL GUARANTEE

All landscaping materials planted per the approved site plan shall have a two-year warranty due to soil conditions within the Village of Dexter. In that time all plant materials that are unsightly, dead, dying, or that become unhealthy because of damage, neglect, drainage problems, disease, insect infestation, or other causes shall be replaced. Replacement materials shall meet all standards of the original installation. Two-year landscaping material warranties/performance bonds will not begin until the entire project is complete OR the open space landscaping is completed per the site plan OR for individual residential lots immediately prior to the request for final zoning compliance.. All warranties shall be submitted as a cash bond or warranty bond. Amounts shall be established per Village Council resolution. All landscaping materials must be healthy and in good condition at the time of inspection. Landscaping materials will be warranted from the date of approval as documented on the field inspection sheet. Verification of planting date and species information shall be submitted

Village of Dexter Zoning Ordinance

Effective 10-10-07

with the Final Zoning Compliance application. Final Zoning Compliance Applications will not be released and Certificate of Occupancy permits not issued until the planting date and species information has been submitted or a performance bond has been submitted.



VILLAGE OF DEXTER - COMMUNITY DEVELOPMENT OFFICE

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

AGENDA 1-14-08

ITEM L-6

Memorandum

To: Village Council
Donna Dettling
From: Allison Bishop, AICP, Community Development Manager
Re: General Code - Snow Ordinance Amendment
Date: January 14, 2008

Over the past several years staff has diligently tried to notify, educate and facilitate snow removal on residential and commercial sidewalks throughout the village. Every year inspections are conducted following snow storms and every year over 100 letters are sent out to residents notifying them of the rules and regulations for snow removal. Each year a notice is also put in the newsletter reminding residents of the snow removal regulations during the winter season.

To date staffs efforts seem to have made a small impact on garnering compliance and therefore staff would like to recommend that the ordinance be amended.

Attached are proposed amendments to the ordinance, the fine schedule from Chapter 22, Civil Infractions, of the General Code and an example of how the City of Saline handles snow removal issues. Based on the information in Chapter 22 the fine amounts are not being changed. The proposed changes include:

1. Clarification of notifications, only one initial notice will be given per winter season.
2. The ordinance also gives the village the authority to have the snow removed 24 hours after a violation notice if the snow has not yet been cleared.

To help protect the safety of village residents on village sidewalks staff requests Council's support for the recommended ordinance amendments.

If the Village Council would like to consider the proposed ordinance amendments please set a public hearing.

Please feel free to contact me prior to the meeting with questions.

Thank you,

DIVISION 3. SNOW REMOVAL*

*State law references: Authority to require the owners or occupiers of lots or premises to remove all snow or ice from sidewalks in front of or adjacent to such lots or premises, MCL 67.9.

Sec. 46-76. Snow clearance required.

- (a) Businesses and residents shall clear the sidewalks adjoining their property of snow. Failure to clear the sidewalks in a timely manner constitutes a violation of this division.
- (b) Owners/residents shall have such sidewalks clear within 48 hours of snow cessation.
- (c) Business owners shall have such sidewalks clear by the start of business or when possible within four hours of snow cessation.
- (Ord. eff. 7-3-2002(3), § 2.0)

Sec. 46-77. Procedure for notice of violation.

The procedure for notice of violation of this division shall be as follows:

- (1) The owner/resident will be contacted to clear the sidewalk by the village manager and/or designee.
- (2) The first notice may be in person, in writing or by direct telephone contact.
- (3) The second notice for residents may be processed no earlier than three days following the initial notice date, and within 24 hours of the initial notice date for business owners.
- (Ord. eff. 7-3-2002(3), § 3.0)

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Sec. 46-78. Failure to clear sidewalk.

- (a) Failure to either clear or contract to clear a sidewalk will result in the village contracting to clear the sidewalk.
- (b) The property owner shall reimburse the village for contracted expenses.
- (c) Failure to reimburse the village will result in the placement of a lien against the property, plus expenses.
- (Ord. eff. 7-3-2002(3), § 4.0)

Sec. 46-79. Notification and fines.

- (a) Notification and fines under this division shall be as follows:

- (1) *Initial notice.* No fine with explanation explaining ramifications if sidewalk is not cleared within 48 hours. An initial notice will only be given once per winter season.
- (2) *First Violation.* \$50.00, and sidewalk must be cleared within 24 hours or the village causes the removal of snow and bills the property owner.
- (3) *Second Violation (First Repeat Violation).* \$100.00 and sidewalk must be cleared within 24 hours or the village causes the removal of snow and bills the property owner.
- (4) *Subsequent Violation.* \$250.00 and sidewalk must be cleared within 24 hours or the village causes the removal of snow and bills the property owner.

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(5) Contract for snow removal. Actual cost, plus \$25.00, to be paid within 30 days.
Contract costs are in addition to civil fines.

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(b) Failure to pay fines and/or invoices within required period will result in the placement of a lien against a property.
(Ord. eff. 7-3-2002(3), § 5.0)

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Deleted: more than twice during the same winter season, the fine shall be \$200.00, plus actual clearing cost, for subsequent clearing of sidewalks of snow

Sec. 46-80. Snow removal individual/contractors.

(a) Village officers and staff will maintain a list of either paid or volunteer snow removal individuals/contractors on file for village residents. Village staff shall respond to resident inquiries within one business day.

(b) It is the responsibility of the resident/property owner to contact a snow removal service, as necessary.

(Ord. eff. 7-3-2002(3), § 6.0)

Sec. 46-81. Hardship and exemption.

(a) If this division creates a hardship to a village resident or village street plowing contributes to an increased hardship, village staff may exercise discretion in enforcing its terms. Exemption forms shall be made available for those who demonstrate a need for exemption from this division.

(b) Village residents may contest village staff actions with the village council as specified in section 18-34.

(Ord. eff. 7-3-2002(3), § 7.0)

Secs. 46-82-46-99. Reserved.

for a particular municipal civil infraction violation, the increased fine for a repeat offense shall be as follows:

- (1) For any offense, which is a first repeat offense, the fine shall be \$100.00.
- (2) For any offense, which is a second repeat offense or any subsequent repeat offense, the fine shall be \$250.00.
- (3) A copy of the schedule, as amended from time to time, shall be posted at the municipal ordinance violations bureau.
- (d) Each day on which any violation of any section of this Code or village ordinance continues constitutes a separate offense and shall be subject to penalties or sanctions as a separate offense.

(Ord. No. 9-2004, 2-9-2004)

Sec. 22-10. Schedule of civil fines.

(a) A schedule of civil fines payable to the bureau for admissions of responsibility by persons served with municipal ordinance violation notices is established. The fines for the violations listed in this section shall be as follows:

TABLE INSET:

Code Section	Municipal Civil Infraction	First Violation	First Repeat Violation	Second or Subsequent Repeat Violation
10-31	Dogs	\$ 50.00	\$ 100.00	\$ 250.00
18-1	Failure to remove a temporary sign, poster or advertising	50.00	100.00	250.00
18-34	Failure to abate a public nuisance	50.00	100.00	250.00
18-61	Noise	50.00	100.00	250.00
18-82	Roadside dumping and littering	50.00	100.00	250.00
18-112	Storage and repair of motor vehicles	50.00	100.00	250.00
22-9a	Failure to obtain a permit	50.00	100.00	250.00
38-34	Collection and disposal of solid waste	50.00	100.00	250.00
46-76	Failure to remove snow, ice, dirt or debris	50.00	100.00	250.00
54-81	Parking violations	See section 54-81		
54-135	Operation of controlled vehicle in regulated area	5.00	25.00	100.00

(b) A copy of the schedule shall be posted at the bureau.

(Ord. No. 9-2004, 2-9-2004)

possibility of causing damage to the sidewalk, sand or other abrasives must be used until the weather permits removal without the likelihood of damage to sidewalk.

People who fail to comply with the ordinance will be issued a Civil Infraction Violation. Civil Infraction Violation fines are \$25 for the first offense, \$50 for a second repeat offense within one year, and \$100 for a third and each subsequent repeat offense within one year. In addition, the City may clear sidewalks, and the property owner will be charged for the work performed. The minimum fee for the City to remove the snow is \$75 per visit and \$30 per visit to treat ice. Costs to clear your sidewalk are in addition to the civil infraction violation fine. Property owners may not be notified in advance of the City clearing their sidewalks.

Vacations, business trips, and other obligations that require you to be away from your home do not exempt you from sidewalk snow removal. To avoid civil fines and removal costs, property owners should make arrangements to have their sidewalks cleared when away from the home for more than a day.

Senior Citizens: If you need assistance with snow removal and/or need a contractor to remove snow, contact the Saline Area Senior Center at 429-9274 for a list of possible volunteers or contractors who will remove sidewalk snow for a fee.

Another reminder: It is unlawful to plow or place any snow upon any sidewalk or street or around a fire hydrant. Plowing, blowing, or shoveling snow from your drive approach to the street is dangerous for motorists. Place snow windrowed in your driveway from city snowplows to your lawn extension, not the street.

We encourage all property owners to maintain their sidewalks. Everyone's cooperation is needed to abate the hazards caused when sidewalks are not cleared of snow and ice. If you should have any questions, please contact the Department of

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

ddettling@villageofdexter.org

Fax (734)426-5614

MEMO

To: President Keough and Council

From: Donna Dettling, Village Manager

Date: January 14, 2008

Re: NEW Main Street Bridge Project-Phase 2 Funding

Follow-up from Public Hearing held on 1-9-08

Sediment Placement East Side vs. West Side of Mill Creek

AGENDA

ITEM

1/14/08
K-1

An email from Mike Donahue following-up with the MDEQ regarding the Dam/Bridge Permit Public Hearing is attached. There are several concerns that have been raised per Jerry Fulcher of MDEQ that Mike Donahue will address immediately. However, item (4) Property ownership is a matter that Council needs to review.

As it turns out a question was raised that the village does not have clear title to parcel -047, see the email from Pat Hasting of Midwestern Consulting to Leo Davis at URS. I am in the process securing survey and title work from Becket and Raeder that was completed as part of the DDA plan. We are hoping to find documents that support the village's ownership of parcel -047.

The other property issue on the West Side of Mill Creek, which is where URS proposed the original sediment placement, requires further review as well. The attached email and map illustrates the parcel in question and the portion impacted by the original sediment design.

Donna Dettling

From: Michael_Donahue@URSCorp.com
Sent: Monday, January 14, 2008 3:33 PM
To: Gerald Fulcher
Cc: Michael_Donahue@URSCorp.com; Alexander Sanchez; Donna Dettling; mike_tarazi@urscorp.com; leo_davies@urscorp.com
Subject: Re: Dexter

Jerry- Thanks for the note. Based on my experience with public hearings of this type, I thought it went extremely well. There were no surprises and a number of good comments that we will keep in mind as we move forward. Most certainly, I did not detect any major concerns that would suggest the need to re-think the approach or otherwise delay plans for the dam removal and stream restoration.

We are aware of the questions associated with property ownership and are actively addressing them. The property owner on the west side of the impoundment has been very cooperative and is actively engaging the Village in discussions. We hope to have a final determination on the preferred fill site very soon.

We are in the process of drafting responses to the questions you provided on the 7th, and will also promptly respond to the several additional ones provided in your email. You will receive the responses later this week.

My compliments to you and your staff for a well run hearing.

Michael J. Donahue, Ph.D.
Vice President,
Water Resources and
Environmental Services

URS Corporation
34555 West Twelve Mile Road
Farmington Hills, MI 48331-5627

Tel: 248.553.9449
Dir: 248.994.7431
Fax: 248.553.9571
Cell: 734.646.4638

michael_donahue@urscorp.com

-----"Gerald Fulcher" <fulcherg@michigan.gov> wrote: -----

To: <Michael_Donahue@URSCorp.com>
From: "Gerald Fulcher" <fulcherg@michigan.gov>
Date: 01/14/2008 01:55PM
cc: "Alexander Sanchez" <SanchezA@michigan.gov>
Subject: Dexter

Mike,

I was just following up on the hearing to see what your impression was and to discuss a couple of issues that were brought up

1/14/2008

1) There seemed to be a lot of concern about providing some initial native seeding to both the exposed drawdown areas and the fill area as opposed to just letting nature take its course. This seems like a reasonable concern. Do you have a standard native seed mix that you normally use. If so can you send the details to us?

2) There was concerned expressed about the maintenance of the sediment traps, how often will they be checked and who will be responsible (probably should be someone other than the general contractor). Will there be any long term maintenance. I do not envision any long term maintenance responsibilities but I think it would be reasonable to require maintenance until the upstream head cut areas have stabilized.

3) There was the issue of old chemicals possibly leaking into the impoundment via one of the older companies. Our staff person from RRD talked with this individual and it does not look like this is a big concern at this time

4) Property ownership- as you are aware there is the question of who owns the property where the spoils are proposed to be placed.

I indicated to the property owner that this is a issue that will need to be decided between his lawyer and the village's

Please provide answers to these issues and to the 18 questions that were sent to you on January 7, 2008. The sooner we get the responses the sooner we can forward those to Water Bureau and RRD for any final comments.

Thank you for your time

Jerry Fulcher
Land and Water Management Div-MDEQ
Transportation and Flood Hazard Unit
fulcherg@michigan.gov
517-335-3172

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1/14/2008

Donna Dettling

From: Leo_Davies@URSCorp.com
Sent: Thursday, January 10, 2008 7:05 PM
To: berkholza@wcroads.org; hodgea@wcroads.org; Donna Dettling
Cc: Mike_Tarazi@URSCorp.com; Michael_Donahue@URSCorp.com
Subject: Fw: POTENTIAL problem - Parcel 047 research

Gentlemen: Attached FYI is an email from Pat Hasting our project surveyor from MCI.

When we developed the plan for moving the fill area from the west side of the creek to the east side of the creek I forwarded it to Pat. As we discussed, the boundary for the property the Village owns on that side of the creek (Parcel 047) is unusual.....and the adjacent parcel (Parcel 046) appears to be on both sides of Jeffords Street. I asked Pat to review the available deeds for these two parcels and the location of the boundary between the two.

The attached email from Pat surprises me, but given the ROW situation on the other side, perhaps it shouldn't. There is a deed for Parcel 047. There is also a deed for parcel 046 and the description for 046 shows that parcel 047 is entirely within Parcel 046. Parcel "overlaps" are not unusual, but this overlap is all of Parcel 047. The Parcel 046 Deed is a Warranty Deed that is one year old. The tax records show that parcel 047 is owned by the Village of Dexter and I understand that the Village believes this is their property.

There also appears to be some history Pat mentions concerning a Detroit Edison easment from 1998 across this parcel where this may have come up previously. I suspect there is a lot more to this story that Donna or perhaps someone else at the Village can provide. Donna: Are you familiar with this issue? If not, perhaps someone else at the Village or someone at OHM was involved with this in the past and could provide some history?

I understand that the Right of Way Certification was signed by the Road Commission and sent to MDOT today based on our belief that the Village owns this parcel. I am certainly not suggesting that we call MDOT and alert them to this immediately.....but we obviously need to keep looking into this and resolve it ASAP.

Thank you

Leo N. Davies, P.E.
 Project Manager
 URS Corporation
 3950 Sparks Drive, SE
 Grand Rapids, MI 49546
 tel 616.574.8371 fax 616.222.4969 cell 616.560.3682

This e-mail and any attachments are confidential. If you receive this message in error or are not the intended recipient, you should not retain, distribute, disclose or use any of this information and you should destroy the e-mail and any attachments or copies.

----- Forwarded by Leo Davies/GrandRapids/URSCorp on 01/10/2008 06:29 PM -----

"Pat Hastings"
 <PLH@MIDWESTERNCONSULTING.COM>

To: <Leo_Davies@URSCorp.com>
 cc
 Subject: Parcel 047 research

01/10/2008 03:54 PM

Leo,

Attached is a DEED from January 2007 that describes parcel 046 (Gas Station parcel) as containing parcel 047 (Village of Dexter). Also attached is a copy of an easement to Detroit Edison from 1998 indicating that parcel 047 is owned by the Village of Dexter. There must have been some kind of confusion in 1998 when the Detroit Edison easement was created because on the page 2 of the easement document Detroit Edison felt the need to put a note that the Village of Dexter "Declared that they are the owners of the affected parcel". Which would make me believe that Detroit Edison was not

1/14/2008

totally confident that the Village of Dexter owned the affected parcel.

Therefore, as of this afternoon we know we have a problem with Title ownership on parcel 047 because of the attached deed to Shreeji Vinayak Corp. If you intend on using parcel 047 under the assumption that the Village of Dexter has title to it then I would recommend that a title insurance company research the title to this parcel and insure title to the Village of Dexter if they determine the Village owns the parcel. Unfortunately the title company may need some time to perform this research possibly 1 to 2 weeks but they are the experts when it comes to title issues.

Let me know what you want me to do.

Pat(See attached file: deed.pdf)(See attached file: detroit-edison.pdf)



OFFICIAL SEAL

01/18/07
L-4603 P-4Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Register

Page: 1 of 2

ACS-5769427-D-2007-2
Lawrence Kestenbaum, Washtenaw11:02 AM
01/18/07

L-4603 P-4

STATE OF
Michigan
Washtenaw Co
01/18/2007
685

REAL ESTATE TRANSFER TAX

\$1,100.00-C
\$7,500.00-S
100042

WARRANTY DEED

Know All Persons by These Presents: That Gallup Properties, L.L.C., a Michigan Limited Liability Company, Successor by conversion to Gallup Properties, formerly known as Omni Investment Company, a Michigan Co-Partnership, whose address is P.O. Box 1325, Ann Arbor, MI 48106 convey(s) and warrant(s) to Shreeji Vinayak Corp., a Michigan Corporation, whose address is 8135 Main Street, Dexter MI 48130, the following described premises situated in the ~~Township of~~ Village of Dexter, County of Washtenaw, State of Michigan, to wit:

VILLAGE OF DEXTER

A parcel of land located in and being a part of Block 18 of The Original Plat of the Village of Dexter (and other lands), as recorded in Liber 27 of Deeds, Pages 532 and 533, Washtenaw County Records, Section 6, Town 2 South, Range 5 East, more fully described as follows: Commencing at the Northeast corner of said Block 18 and proceeding thence North 64 degrees 29 minutes 00 seconds West, 181.51 feet along the Southerly right of way line of Ann Arbor Road; thence South 25 degrees 25 minutes 00 seconds West, 149.60 feet; thence North 64 degrees 38 minutes 00 seconds West, 10.09 feet; thence South 20 degrees 00 minutes 00 seconds West, 20.09 feet; thence North 64 degrees 38 minutes 00 seconds West, 75.77 feet to a point on an auxiliary traverse line; thence continuing North 64 degrees 38 minutes 00 seconds West to the 843.00 foot contour at the edge of Mill Pond; thence Northerly along said contour line to a point on the southerly right of way line of Ann Arbor Road; thence South 64 degrees 29 minutes 00 seconds East along said right of way line to a point on an auxiliary traverse line which bears North 05 degrees 27 minutes 30 seconds East, 180.79 feet from the first-mentioned auxiliary traverse point; thence continuing South 64 degrees 29 minutes 00 seconds East, 145.67 feet along said right of way line to the point of beginning.

THE ABOVE LANDS BEING ALSO DESCRIBED AND ASSESSED AS FOLLOWS:

Commencing at the Northeast corner of Block 18 and proceeding North 64 degrees West, 327.17 feet to an 848.50 foot contour and the point of beginning; thence South 64 degrees East, 145.67 feet; thence South 26 degrees West, 150.00 feet; thence North 64 degrees West, 10.09 feet; thence South 20 degrees West, 20.09 feet; thence North 64 degrees 38 minutes West to an 843.00 foot contour; thence Northerly along said contour to the South line of Main Street; thence South 64 degrees 29 minutes East to the point of beginning.

More commonly known as: **8135 Main Street, Dexter MI** Sidwell No. HD-08-06-210-046

For the full consideration of: **One Million and 00/100 (\$1,000,000.00) Dollars**



Subject to existing building and use restrictions, easements of record and zoning ordinances, and all other matters of record, if any, and subject to the leasehold interest of Atlas Oil Company, as successor to FTV Dexter - 8135 Main Street LLC.

FAD610104556

WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 4370875





This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantor grants to Grantee the right to all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Dated this 4th day of December, 2006.

Signed:

Gallup Properties, L.L.C., a Michigan Limited Liability Company, Successor by conversion to Gallup Properties, formerly known as Omni Investment Company, a Michigan Co-Partnership

By: Charles A. Gallup
Its: Authorized Agent

Charles A. Gallup
CHARLES A. GALLUP

State of Michigan
County of Oakland

The foregoing instrument was acknowledged before me this 4th day of December, 2006 by Charles A. Gallup, on behalf of Gallup Properties, L.L.C., a Michigan Limited Liability Company, Successor by conversion to Gallup Properties, formerly known as Omni Investment Company, a Michigan Co-Partnership

SUSAN L. FISHER
NOTARY PUBLIC, Oakland County, MI
My Commission Expires 02/08/2007

Susan L. Fisher
Notary Public: SUSAN L. FISHER
Notary County/State: /
County Acting In: Oakland
Commission Expires:

Drafted By:
Adam Frost, Attorney
5440 Corporate Drive, Suite 250
Troy, MI 48098
(248) 641-7000

Return To:
Shreeji Vinayak Corporation
8135 Main Street
Dexter, MI 48130

Send Tax Bills To:
Shreeji Vinayak Corporation
8135 Main Street
Dexter, MI 48130

Recording Fee: \$
File Number: FA06101045SG

State Transfer Tax: \$7,500.00
County Transfer Tax: \$1,100.00

Tax Parcel No.: HD-08-06-210-046

SUBMITTED
FOR RECORDING

JAN 11 2007

Washtenaw County, MI
Clerk Registrar's Office

SUBMITTED
FOR RECORDING

JAN 18 2007

Washtenaw County, MI
Clerk Registrar's Office

SUBMITTED
FOR RECORDING

DEC 19 2006

Washtenaw County
Clerk Registrar's Office

Page 2 of 2

File No.: FA05091646

"Grantor's Land" is in ~~Sub-Parcel~~, Washtenaw County, Michigan described as:

Tax ID #82-08-06-210-047

COM AT THE INTERSECTION OF THE S' LY LINE OF MAIN ST WITH THE RIGHT BANK OF MILL POND, TH UPSTREAM ALONG THE RIGHT BANK TO THE N LINE OF FOREST ST. TH ALONG THE LINE OF 'F' ST, TO 848.50 FT FLOW LINE TRAVERSE, TH N' LY ALONG THE TRAVERSE LINE TO THE S' LY LINE OF MAIN ST, TH W' LY ALONG THE S LINE TO THE PL OF COMMENCEMENT, ALSO THAT PART OF LOT 4, BLK 25, ACCORDING TO THE RECORDED PLAT OF THE VILLAGE LYING BELOW THE 848.50 FT FLOW LINE TRAVERSE, CONTAINING 0.0063 AC.

The "Right of Way Area" is a part of Grantor's Land and is described as:

A twelve (12) foot wide easement as shown on Detroit Edison drawing 174137.

1. Purpose: The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain overhead utility line facilities consisting of poles, guys, anchors, wires, cables, transformers and accessories.
2. Access: Grantee has the right of access to and from the Right of Way Area.
3. Buildings or other Permanent Structures: No buildings or other permanent structures are allowed in the Right of Way Area without Grantee's prior written consent.
4. Trees, Bushes, Branches, Roots, Structures and Fences: Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots in the Right of Way Area (or that could grow into the Right of Way Area) and remove structures and fences in The Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities.
5. Restoration: If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as can be to its original condition.
6. Successors: This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

(2) Witnesses: (Type or print name below signature)

X *Erin Aiken*
Erin Aiken

X *Robert Stacey*
Robert Stacey

Grantor: (Type or print name below signature)

Loren Yates
BY: Loren Yates

IT'S: President

FOR: Village of Dexter

Acknowledged before me in Washtenaw County, Michigan, on 26th of August 1998, by
Village of Dexter. BY: LOREN YATES IT'S: PRESIDENT

Notary's
Stamp

JANET C. KARVEL
NOTARY PUBLIC STATE OF MICHIGAN
WASHTENAW COUNTY
MY COMMISSION EXP. JUNE 26, 2000

Notary's
Signature

Janet C. Karvel

(Notary's name, county, and date commission expires)

Prepared by and Return to: Doreen E. Gay, AASC, The Detroit Edison Company, 982 Broadway, Ann Arbor, MI 48105/djr



Detroit Edison Overhead Easement (Right of Way) No. 174137

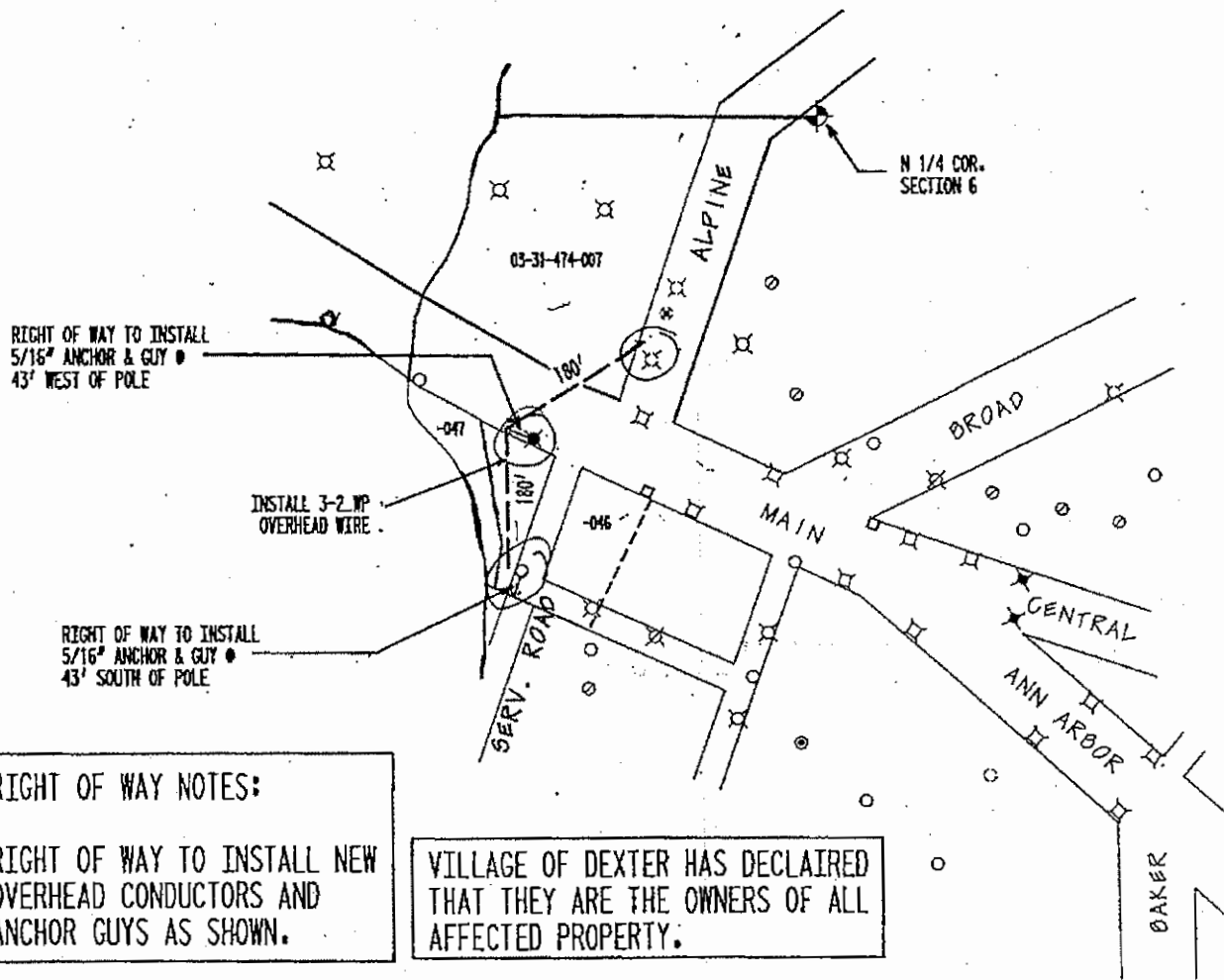
On August 26th, 1998, for the consideration of system betterment, Grantor grants to Grantee a permanent overhead easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area."

"Grantor" is:

Village of Dexter
8140 Main, Dexter, Michigan 48130

"Grantee" is:

The Detroit Edison Company, a Michigan corporation, 2000 Secoud Avenue, Detroit, Michigan 48226



RIGHT OF WAY NOTES:

RIGHT OF WAY TO INSTALL NEW
 OVERHEAD CONDUCTORS AND
 ANCHOR GUYS AS SHOWN.

VILLAGE OF DEXTER HAS DECLARED
 THAT THEY ARE THE OWNERS OF ALL
 AFFECTED PROPERTY.

RFW Description VILLAGE OF DEXTER RELOCATION						PD 4	SRW 5	PH 17	PLC 19	Conf. Group A	RFW Number 174137			
Circuit #1 DC 300 DEXTR		Circuit #2		Service Center #1 ANN ARBOR		Service Center #2 COVENTRY		CON 22		COS	CUG	CUL	CUT	CUS
Worksite City SCIO				Worksite Twp. SCIO				Worksite County WASHTENAW						
Town	Range	Sect 6	Otr N 1/4	Planner Name CHRIS HARTLEY				Commit Date - -		Scale 1" = 200'		Plot Date 07-06-1998		

Donna Dettling

From: Donna Dettling
Sent: Monday, January 14, 2008 3:51 PM
To: 'rick@bernerscientific.com'
Cc: Shawn Keough (E-mail)
Subject: Emailing: 20080114154028703.pdf



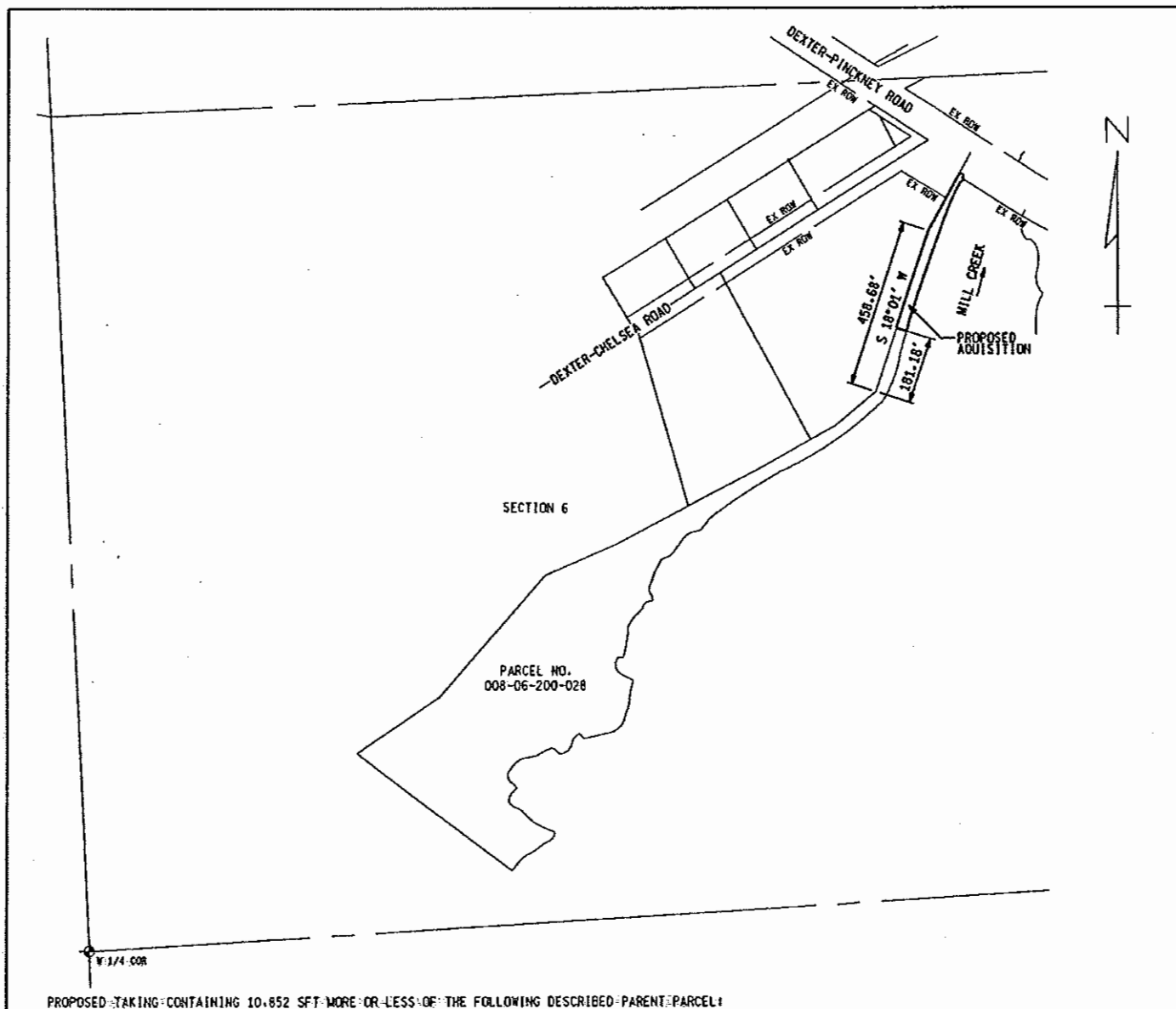
2008011415402870
3.pdf

Rick,

Shawn asked that I send you the property map and description for the area needed per the original sediment plan for the West side of Mill Creek. Please contact Shawn or myself if you have any questions. The message is ready to be sent with the following file or link attachments:

20080114154028703.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



PARENT PARCEL NO. 008-06-200-028:
LOCATED IN THE TOWNSHIP OF SCIO, COUNTY OF WASHTENAW, STATE OF MICHIGAN, AND IS DESCRIBED AS: LAND IN THE NW 1/4 SECTION 6, T2S, R5E, WASHTENAW COUNTY, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHICH IS 446.18 FEET NORTH AND 695.27 FEET EAST FROM THE W 1/4 CORNER OF SAID SECTION 6, AND RUNNING THENCE S 52°39' E, 178.36 FEET; THENCE S 53°16' E, ABOUT 350.00 FEET TO A POINT 3 FEET BACK FROM THE EDGE OF THE MILL POND; THENCE DOWN STREAM PARALLEL WITH THE EDGE OF SAID MILL POND AS IT WINDS AND TURNS, ABOUT 2355.00 FEET TO THE SOUTHERLY LINE OF THE HIGHWAY LEADING TO PORTAGE LAKES; THENCE N 57°25' W, ALONG THE SOUTHERLY SIDE OF SAID HIGHWAY 16.37 FEET; THENCE S 29°01' W, 203.79 FEET; THENCE S 18°01' W, 458.68 FEET; THENCE S 53°00' W, 143.78 FEET; THENCE S 61°02' W, 254.27 FEET; THENCE S 63°05' W, 132.39 FEET; THENCE S 62°17' W, 300.55 FEET; THENCE S 66°48' W, 205.77 FEET; THENCE S 41°16' W, 438.67 FEET; THENCE S 56°07' W, 269.24 FEET TO THE POINT OF COMMENCEMENT, CONTAINING 8.45 ACRES MORE OR LESS.

URS

Surface Transportation
Grand Rapids, Farmington Hills,
Traverse City

VILLAGE OF DEXTER PROPERTY ACQUISITION

**MILL CREEK
DAM REMOVAL**

008-06-200-028

SCALE: 1"=400'

DATE: 01/04/2008

JOB NO. 12940224



MIDWESTERN
CONSULTING

Civil, Environmental and Transportation
Engineers, Planners, Surveyors,
Landscape Architects

Section 6, T2S, R5E
Village of Dexter
MCLLC Job #06155

January 14, 2008

LEGAL DESCRIPTION OF A STRIP OF LAND LOCATED IN THE
NW 1/4 OF SECTION 6, T2S, R5E, VILLAGE OF DEXTER,
WASHTENAW COUNTY, MICHIGAN

Commencing at a point located 446.18 feet North and 695.27 feet East from the W 1/4 corner of Section 6, T2S, R5E, Scio Township, Washtenaw County, Michigan, thence along the westerly line of a parcel of land as recorded in Warranty Deed Liber 4627, Page 61, Washtenaw County Records in the following Eight (8) courses:

N 56°07' E 269.24 feet,
N 41°16' E 438.67 feet,
N 66°48' E 205.77 feet,
N 62°17' E 300.55 feet,
N 63°05' E 132.39 feet,
N 61°02' E 254.27 feet,
N 53°00' E 143.78 feet,
N 18°01' E 181.18 feet to the POINT OF BEGINNING,

thence continuing along the westerly line of a parcel of land as recorded in Warranty Deed Liber 4627, Page 61, Washtenaw County Records, in the following Two (2) courses:

N18°01' E 277.50 feet,
N 29°01' E 177.19 feet to the south line of a parcel of land recorded in a Quit Claim Deed Liber 147, Page 13, Washtenaw County Records,

thence southeasterly 12.92 feet along the south line of said Quit Claim Deed recorded Liber 147, Page 13, to the westerly line of a Quit Claim Deed recorded in Liber 309 of Deeds, Page 73, Washtenaw County Records,

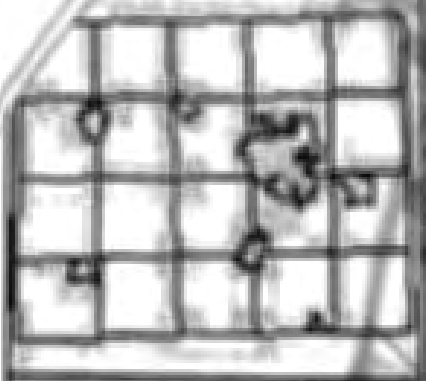
thence southwesterly along the westerly line of said Quit Claim Deed recorded in Liber 309 of Deeds, Page 73, a distance of 10.10 feet to the southerly line of said Quit Claim Deed recorded in Liber 309 of Deeds, Page 73,

thence easterly along the southerly line of said Quit Claim Deed recorded in Liber 309 of Deeds, Page 73, a distance of 6.17 feet to a point 3 feet west of the High Water Mark along the west side of the Mill Pond,

thence southeasterly along a line 3 feet west of and parallel with the High Water Mark on the west side of the Mill Pond a distance of approximately 440 feet to a point being S 71°59' E 28.36 feet from the Point of Beginning,

thence N 71°59' W 28.36 feet to the POINT OF BEGINNING. Being a part of the NW 1/4 of said Section 6, and containing 10,850 square feet of land or 0.249 acres. Being subject to easements and restrictions of record if any.





STATE OF TEXAS
COUNTY

MAP CREATED WITH ADOBE CAPTURE (© 2000 ADOBE SYSTEMS INC.)



County Boundary



Precinct Boundary

VILLAGE OF DEXTER

ddettling@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303 Fax (734)426-5614

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: January 14, 2008
Re: NEW Updates-Ann Arbor Road Improvement Project

AGENDA 1-14-08
ITEM L-2

Attached is additional information regarding the Ann Arbor Road Improvement, Dexter Community Schools ROW acquisition. The email and attachment from Evelyn Shirk, DCS Superintendent is in response to the materials I forward to Evelyn last week (copies in your packet) requesting consideration from the School Board on acquiring the ROW needed to complete the dedicated right turn lane. Evelyn was able to get the School's attorney to review and make a recommendation on the matter. The "Road Development Agreement" enclosed is the attorney's review of the request and recommendation.

Also included for your review is an email from OHM that addresses several concerns with the "Road Development Agreement" and recommended remedies. I also had Dykema, Village Attorney review the document. I received a phone message from Dan Schairbaum today; he had several concerns with the document that were the same as those addressed in OHM's email.

We will work through this matter during the meeting this evening as well as with the School Board tomorrow night.

Donna Dettling

From: Evelyn Shirk [shirk@dexter.k12.mi.us]
Sent: Friday, January 11, 2008 2:34 PM
To: Donna Dettling
Cc: mauerbach
Subject: RE: AA Road Improvements



AALIB-513739-v1-R
oad Developme...

Donna

What I would like to propose is that the BOE approve the attached agreement. Your cover memo and resolution will not be given to the Board as it contains different terminology such as "donating" the land. Let me know if this does not work for you. Evelyn

--

Evelyn Shirk
Superintendent
Dexter Community Schools
734-424-4100

Our Mission

"To Provide a Quality Educational Program for All Students"

ROAD DEVELOPMENT AGREEMENT

This Road Development Agreement ("Agreement") is entered into by **Dexter Community School District**, a Michigan Municipal Corporation, the address of which is 7714 Ann Arbor Street, Dexter, Michigan 48130 (the "School District"), and the **Village of Dexter**, a Michigan General Law Village, the address of which is 8140 Main Street, Dexter, Michigan 48130 (the "Village").

R E C I T A L S :

A. The School District owns certain real property located in the Village of Dexter, Washtenaw County, Michigan, which is more particularly described on Exhibit A attached hereto (the "Property").

B. The Village desires to acquire the Property for the purpose of constructing turn lanes and related improvements (the "Road Improvements") and the School District desires to convey the Property to the Village for the purpose of constructing the Road Improvements.

C. Pursuant to a duly called meeting of the Village Council, the Village has determined that it is in furtherance of its interests to obtain the Property and to construct the Road Improvements and to accept the Property and Road Improvements as public improvements, in accordance with the terms of this Agreement.

D. Pursuant to a duly called meeting of the Dexter Community School Board, the School District has determined that it is in furtherance of its interests to convey the Property to the Village for the purposes of constructing the Road Improvements as public improvements, in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this Agreement, the parties agree as follows:

1. **Conveyance of the Property.** The School District shall convey the Property to the Village by Quit Claim Deed, in the form attached hereto as Exhibit B. Within ten (10) days from the date of this Agreement, the School District shall deposit the Quit Claim into escrow with _____ ("Escrow Agent"), pursuant to instructions to deliver the Quit Claim Deed to the Village at such as the Road Improvements have been completed. In the event that the Road Improvements have not been completed by _____, the Escrow Agent shall return the Quit Claim Deed to the School District. The escrow instructions shall contain such other terms which are acceptable to the parties. The Village, at its cost, shall be responsible for obtaining any required land division.

2. **Road Improvements.** Village, at its cost, shall install within the Road Improvements within the Property in accordance with plans which have been approved by the School District and all governmental authorities having jurisdiction. Prior to submitting the Road Improvement plans to any other party for approval of commencing the Road Improvements, Village shall submit such plans to the School District for its review and reasonable input. If, within fourteen (14) days from the School District's receipt of such plans, the School District requests any changes to the plans, the Village will accommodate such requests, provided that they are reasonable and are in accordance with all applicable Village ordinances and uniform standards. If the School District does not request any changes to the plans within fourteen (14) days from the School District's receipt of such plans, the plans shall be deemed approved by the School District. The Road Improvements shall be installed and in accordance with all applicable Village ordinances and MDOT and AASHTO standards

3. **Scope of Work.** The Road Improvements shall consist of the following: (a) all required surveying, design, construction, engineering and inspection service, and staking to complete the Road Improvements; (b) all necessary permits; (c) excavation of the Property and grade-matching to the existing portion of Ann Arbor Street; (d) necessary site clearing and utility relocation, if any; (e) installation of all soil erosion measures required by the Washtenaw County Drain Commission; (f) concrete curb, gutters, and sidewalks and [bituminous/concrete] road pavement; and (g) road striping and signage.

4. **Completion of the Road Improvements.** The Village shall complete the Road Improvement on or before _____. The Road Improvements shall be deemed complete at such time as the Village has inspected and approved the Road Improvements and accepted the Road Improvements as public improvements.

5. **Performance Guaranty.** The Village shall provide to the School District a payment and performance bond, on the American Institute of Architects form A-312, from a surety that is reasonably acceptable to the School District, in the amount of one hundred ten (110%) percent of the cost to complete the Road Improvements, based on the estimate of the Village's engineer and as reasonably agreed to by the School District. The payment and performance bond shall name the School District as obligee and insured, and shall cover the Village's Road Improvement obligations under this Agreement.

6. **Insurance.** Prior to entering upon the Property to perform the Village's obligations under this Agreement, the Village shall furnish to the School District evidence of liability insurance in the amount of Two Million and 00/100 (\$2,000,000.00) Dollars per occurrence and Three Million and 00/100 (\$3,000,000.00) Dollars in the aggregate, which insurance shall name the School District as an additional insured.

7. **Restoration.** In the event any portion of the property owned by the School District adjacent to the Property is disturbed or altered by Village in connection with the performance of the Village's obligations under this Agreement, the Village shall promptly, at its expense, restore the affected area(s) to substantially the same condition that existed prior to such disturbance or alteration to the School District's reasonable satisfaction.

8. **Indemnity.** The Village shall indemnify and hold harmless the School District from and against any and all claims, liabilities, suits, costs, expenses and damages, including reasonable attorneys' fees, arising out of any activities of the Village or its agents, employees or contractors, and/or any construction liens filed by any of the Village's contractors, subcontractors or suppliers in connection with any such activities, except those claims arising from the negligence or willful misconduct of the School District, its agents or employees.

9. **Miscellaneous.** This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement. The School District and the Village shall be entitled to modify, replace, amend or terminate this Agreement, without requiring the consent of any other person or entity whatsoever. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. This Agreement has been approved by the Village through action of the Village Council at a duly scheduled meeting. This Agreement has been approved by the School District through action of the School District Board at a duly scheduled meeting. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature

to, and may be appended to, any other counterpart. This Agreement shall be binding on, and shall inure to the benefit of the parties and their respective successors and assigns.

The parties hereto have executed this Agreement as of the year and dates set forth below.

"VILLAGE"

Village of Dexter,
a General Law Village

Dated: _____

By: _____
Sean Keough

Its: _____

"SCHOOL DISTRICT"

DEXTER COMMUNITY SCHOOL DISTRICT,
a Michigan municipal corporation

Dated: _____

By: _____
Evelynn Shirk
Its: President and Superintendent

EXHIBIT A

Legal Description of the Property

A parcel of land being part of the SW ¼ of Section 5, Town 2 South, Range 5 East, Village of Dexter, Washtenaw County, Michigan, more particularly described as follows:

Commencing at the SW corner of said Section 5; thence North 1320 feet; thence East 411.98 feet to the Point of Beginning; thence continuing East 92.39 feet to a point on the centerline of Dexter-Ann Arbor Road; thence S 49°30'00" E 389.40 feet along said centerline; thence S 01°15'00" E 80.42 feet; thence N 49°30'00" W 513.20 feet to the Point of Beginning.

Containing 0.622 acres or 27,078 square feet (GROSS), 0.301 acres or 13,104 square feet (NET). Subject to all easements and restrictions of records, if any.

DRAFTED BY:

Duncan P. Ogilvie, Esq.
Miller, Canfield, Paddock and Stone PLC
101 N. Main, 7th Floor
Ann Arbor, Michigan 48104

Send Subsequent Tax Bills to: GRANTEE

WHEN RECORDED RETURN TO:

David Boyle, Clerk
Village of Dexter
8140 Main Street
Dexter, Michigan 48130

EXHIBIT A TO QUIT CLAIM DEED

Legal Description of the Property

A parcel of land being part of the SW ¼ of Section 5, Town 2 South, Range 5 East, Village of Dexter, Washtenaw County, Michigan, more particularly described as follows:

Commencing at the SW corner of said Section 5; thence North 1320 feet; thence East 411.98 feet to the Point of Beginning; thence continuing East 92.39 feet to a point on the centerline of Dexter-Ann Arbor Road; thence S 49°30'00" E 389.40 feet along said centerline; thence S 01°15'00" E 80.42 feet; thence N 49°30'00" W 513.20 feet to the Point of Beginning.

Containing 0.622 acres or 27,078 square feet (GROSS), 0.301 acres or 13,104 square feet (NET). Subject to all easements and restrictions of records, if any.

Donna Dettling

From: Gronevelt, Rhett [rhett.gronevelt@ohm-advisors.com]
Sent: Monday, January 14, 2008 12:19 PM
To: Donna Dettling
Cc: Cale, Christine; Shawn Keough (E-mail)
Subject: RE: AA Road Improvements



Form 0695_Right of AALIB-513739-v1-R
Entry.pdf Road Developme...

Donna-

I was able to take a closer look today at the proposed Agreement with some staff that are more familiar with the Federal ROW acquisition process. Our comments on the proposed document are as follows:

1. Initially, on Friday I thought the Recitals in the document may bring challenge to the manner in which the ROW was obtained, but I think we feel comfortable that if the terms can be worked out to obtain the ROW by January 25, the Agreement does not present an issue with the acceptable process.
2. Section 1 - This Section proposes to place the Quit Claim Deed for the ROW in an Escrow, only to be released upon successful completion of the project. If the ROW were obtained in this manner, then you cannot sign the MDOT Attachment "B" (ROW Certification Form) and submit it on January 25. It states that you must have possession of signed Deeds/Easements. I think placing the Document in Escrow will violate this requirement. If the School District is insistent that this language remain, we spoke with MDOT ROW staff, and another option would be to have the School District approve the attached "Right Of Entry" Form, which allows the job to get built, and would allow the Quit Claim Deed to be submitted later. This does not negate the need for the ROW Document, just delays it.
3. Section 2 - As you stated to Ms. Shirk, the timing of this Section presents a logistical problem at this time. We might have sufficient time to give the Schools approximately 7 days to review the plans, but Final Plans must be submitted to MDOT by January 25 for bidding.
4. Section 5 - Performance Guarantee - The selected contractor will be required to submit a Performance Guarantee in accordance with MDOT requirements (Section 102.16 of the MDOT Standard Construction Specifications). For the Village to obtain an additional Guarantee seems unnecessary. Maybe the Agreement could be modified to utilize the one required by MDOT.
5. Section 6 - Insurance - The selected Contractor will be required to provide insurance for the project in accordance with MDOT Section 107.10 of the MDOT Standard Construction Specifications. The amounts required by MDOT are \$1,000,000 less than those proposed by the School District. Again, it seems unnecessary for the Village to purchase additional coverage.

I have made some proposed changes to the Document provided, and highlighted them. While we are familiar with the process, we also are not legal counsel for the Village and would recommend that the Village Attorney review the Agreement and any proposed changes. If the Village cannot secure the ROW or at least the Right of Entry by January 25, and wishes to proceed with the bidding, with the elimination of the

Right-Turn lane at the School driveway, we would need authorization this week to proceed with the changes. We would estimate that the effort to revise the plans would be \$5,000. If the work was to be added back to the contract, as you presented to Ms. Shirk, there would be some additional time/effort to process change orders with MDOT, but it is possible.

I will be around our office today, please give me a call with questions, once you have had a chance to review this.

Rhett A. Gronevelt, PE
Municipal Group Manager
Orchard, Hiltz & McCliment, Inc.
34000 Plymouth Road
Livonia, MI 48150
p. 734.522.6711
f. 734.522.6427
d. 734.466.4582
www.ohm-advisors.com

Helping Build Better Communities for Tomorrow

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-----Original Message-----

From: Donna Dettling [mailto:ddettling@villageofdexter.org]
Sent: Friday, January 11, 2008 7:16 PM
To: Evelyn Shirk
Cc: Cale, Christine; Gronevelt, Rhett; Shawn Keough (E-mail)
Subject: RE: AA Road Improvements

Evelynn,

The Road Development Agreement as written will jeopardize the funding the village worked so hard to secure. The STPU funds overseen by MDOT of \$340,000 have very strict requirements for ROW acquisition. There is a chance when the project is audited that MDOT could challenge us on how we secured the ROW from the school, which would jeopardize our ability to receive funding in the future.

The timing issues in section 2 of the agreement will delay us to the point that we would be ineligible for the "Jobs Today" funding of \$84,000. Because the project is so straight forward as it relates to the improvements in front of MCMS, is it possible the review could be shortened to one week or less?

Section 5 is not a possibility, and the insurance amount in section 6 is on the high side for an arrangement between two public entities that enjoy a great deal of sovereign immunity.

OHM has reviewed this document, and will be recommending to Council that we submit final design plans to MDOT per our established schedule, January 25th, with the dedicated turn lane improvement removed from the design. We can address the dedicated turn lane improvements as a separate component of this project. Upon successful resolution of the ROW matter request a change order from the contactor on site.

Donna Dettling
Village Manager
8140 Main Street
Dexter, MI 48130
Ph# 734-426-8303 X11

Fax# 734-426-5614

-----Original Message-----

From: Evelyn Shirk [mailto:shirk@dexter.k12.mi.us]

Sent: Friday, January 11, 2008 2:34 PM

To: Donna Dettling

Cc: mauerbach

Subject: RE: AA Road Improvements

Donna

What I would like to propose is that the BOE approve the attached agreement. Your cover memo and resolution will not be given to the Board as it contains different terminology such as "donating" the land. Let me know if this does not work for you. Evelyn
--

Evelyn Shirk
Superintendent
Dexter Community Schools
734-424-4100

Our Mission

"To Provide a Quality Educational Program for All Students"

RIGHT OF ENTRY

for Highway/Utility Construction

This information required by P.A. 286 of 1964

The grantor _____

grants to the Michigan Department of Transportation, its agents, and contractors and to any public utility company, the irrevocable right to enter upon the lands described in Exhibit "A" for the purpose of highway construction and/or relocation or construction of utility facilities.

The real estate on which this Right of Entry is granted is situated within the proposed right of way for future highway construction and is described on the attached Exhibit "A".

It is understood and agreed that the granting of this right of entry shall have no effect upon the compensation to be paid for the property or property rights.

This right of entry shall remain in effect until the described property, or property rights, have been conveyed to the Michigan Department of Transportation.

The effective date of this Right of Entry is _____

Witness

Grantor

Date

Witness

Grantor

Date

Witness

Grantor

Date

Witness

Grantor

Date

CONTROL SECTION:

PARCEL NUMBER:

NAME:

JOB NUMBER:

FED ITEM NUMBER:

FEDERAL PROJECT NUMBER:

ROAD DEVELOPMENT AGREEMENT

This Road Development Agreement ("Agreement") is entered into by **Dexter Community School District**, a Michigan Municipal Corporation, the address of which is 7714 Ann Arbor Street, Dexter, Michigan 48130 (the "School District"), and the **Village of Dexter**, a Michigan General Law Village, the address of which is 8140 Main Street, Dexter, Michigan 48130 (the "Village").

RECITALS:

A. The School District owns certain real property located in the Village of Dexter, Washtenaw County, Michigan, which is more particularly described on Exhibit A attached hereto (the "Property").

B. The Village desires to acquire the Property for the purpose of constructing turn lanes and related improvements (the "Road Improvements") and the School District desires to convey the Property to the Village for the purpose of constructing the Road Improvements.

C. Pursuant to a duly called meeting of the Village Council, the Village has determined that it is in furtherance of its interests to obtain the Property and to construct the Road Improvements and to accept the Property and Road Improvements as public improvements, in accordance with the terms of this Agreement.

D. Pursuant to a duly called meeting of the Dexter Community School Board, the School District has determined that it is in furtherance of its interests to convey the Property to the Village for the purposes of constructing the Road Improvements as public improvements, in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this Agreement, the parties agree as follows:

1. **Conveyance of the Property.** The School District shall convey the Property to the Village by Quit Claim Deed, in the form attached hereto as Exhibit B. Within ten (10) days from the date of this Agreement, ~~the School District shall deposit the Quit Claim into escrow with _____ ("Escrow Agent"), pursuant to instructions to deliver the Quit Claim Deed to the Village at such as the Road Improvements have been completed. In the event that the Road Improvements have not been completed by _____, the Escrow Agent shall return the Quit Claim Deed to the School District. The escrow instructions shall contain such other terms which are acceptable to the parties. The Village, at its cost, shall be responsible for obtaining any required land division.~~

2. **Road Improvements.** Village, at its cost, shall install within the Road Improvements within the Property in accordance with plans which have been approved by the School District and all governmental authorities having jurisdiction. Prior to submitting the Road Improvement plans to any other party for approval of commencing the Road Improvements, Village shall submit such plans to the School District for its review and reasonable input. If, within ~~fourteen~~ seven (7) days from the School District's receipt of such plans, the School District requests any changes to the plans, the Village will accommodate such requests, provided that they are reasonable and are in accordance with all applicable Village ordinances and uniform standards, and can be completed by January 25, 2008 for submission to MDOT. If the School District does not request any changes to the plans within ~~seven~~ fourteen (14) days from the School District's receipt of such plans, the plans shall be deemed approved by the School

District. The Road Improvements shall be installed and in accordance with all applicable Village ordinances and MDOT and AASHTO standards.

3. **Scope of Work.** The Road Improvements shall consist of the following: (a) all required surveying, design, construction, engineering and inspection service, and staking to complete the Road Improvements; (b) all necessary permits; (c) excavation of the Property and grade-matching to the existing portion of Ann Arbor Street; (d) necessary site clearing and utility relocation, if any; (e) installation of all soil erosion measures required by the Washtenaw County Drain Commission; (f) concrete curb, gutters, and sidewalks and ~~[bituminous/concrete]~~ bituminous road pavement; and (g) road striping and signage.

4 **Completion of the Road Improvements.** The Village shall complete the Road Improvement on or before _____. August 30, 2008. The Road Improvements shall be deemed complete at such time as the Village has inspected and approved the Road Improvements and accepted the Road Improvements as public improvements.

5. **Performance Guaranty.** The Village shall provide to the School District a copy of the payment and performance bond, required in the contract, in accordance with Section 102.16 of the 2003 Michigan Department of Transportation Standard Specifications for Construction ~~on the American Institute of Architects form A-312, from a surety that is reasonably acceptable to the School District, in the amount of one hundred ten (110%) percent of the cost to complete the Road Improvements, based on the estimate of the Village's engineer and as reasonably agreed to by the School District.~~ The payment and performance bond shall name the School District as obligee and insured, and shall cover the Village's Road Improvement obligations under this Agreement.

6. **Insurance.** Prior to entering upon the Property to perform the Village's obligations under this Agreement, the Village shall furnish to the School District evidence of liability insurance in the amount of Two Million and 00/100 (\$2,000,000.00) Dollars per occurrence and Three Million and 00/100 (\$3,000,000.00) Dollars in the aggregate, accordance with Section 107.10 of the 2003 Michigan Department of Transportation Standard Specifications for Construction, which insurance shall name the School District as an additional insured.

7. **Restoration.** In the event any portion of the property owned by the School District adjacent to the Property is disturbed or altered by Village in connection with the performance of the Village's obligations under this Agreement, the Village shall promptly, at its expense, restore the affected area(s) to substantially the same condition that existed prior to such disturbance or alteration to the School District's reasonable satisfaction.

8 **Indemnity.** The Village shall indemnify and hold harmless the School District from and against any and all claims, liabilities, suits, costs, expenses and damages, including reasonable attorneys' fees, arising out of any activities of the Village or its agents, employees or contractors, and/or any construction liens filed by any of the Village's contractors, subcontractors or suppliers in connection with any such activities, except those claims arising from the negligence or willful misconduct of the School District, its agents or employees.

9 **Miscellaneous.** This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement. The School District and the Village shall be entitled to modify, replace, amend or terminate this Agreement, without requiring the consent of any other person or entity whatsoever. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. This Agreement has been approved by the Village through action

of the Village Council at a duly scheduled meeting. This Agreement has been approved by the School District through action of the School District Board at a duly scheduled meeting. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. This Agreement shall be binding on, and shall inure to the benefit of the parties and their respective successors and assigns.

The parties hereto have executed this Agreement as of the year and dates set forth below.

"VILLAGE"

Village of Dexter,
a General Law Village

Dated: _____

By: _____
Sean Keough

Its: _____

"SCHOOL DISTRICT"

DEXTER COMMUNITY SCHOOL DISTRICT,
a Michigan municipal corporation

Dated: _____

By: _____
Evelynn Shirk
Its: President and Superintendent

EXHIBIT A

Legal Description of the Property

A parcel of land being part of the SW ¼ of Section 5, Town 2 South, Range 5 East, Village of Dexter, Washtenaw County, Michigan, more particularly described as follows:

Commencing at the SW corner of said Section 5; thence North 1320 feet; thence East 411.98 feet to the Point of Beginning; thence continuing East 92.39 feet to a point on the centerline of Dexter-Ann Arbor Road; thence S 49°30'00" E 389.40 feet along said centerline; thence S 01°15'00" E 80.42 feet; thence N 49°30'00" W 513.20 feet to the Point of Beginning.

Containing 0.622 acres or 27,078 square feet (GROSS), 0.301 acres or 13,104 square feet (NET). Subject to all easements and restrictions of records, if any.

DRAFTED BY:

Duncan P. Ogilvie, Esq.
Miller, Canfield, Paddock and Stone PLC
101 N. Main, 7th Floor
Ann Arbor, Michigan 48104

WHEN RECORDED RETURN TO:

David Boyle, Clerk
Village of Dexter
8140 Main Street
Dexter, Michigan 48130

Send Subsequent Tax Bills to: GRANTEE

EXHIBIT A TO QUIT CLAIM DEED

Legal Description of the Property

A parcel of land being part of the SW ¼ of Section 5, Town 2 South, Range 5 East, Village of Dexter, Washtenaw County, Michigan, more particularly described as follows:

Commencing at the SW corner of said Section 5; thence North 1320 feet; thence East 411.98 feet to the Point of Beginning; thence continuing East 92.39 feet to a point on the centerline of Dexter-Ann Arbor Road; thence S 49°30'00" E 389.40 feet along said centerline; thence S 01°15'00" E 80.42 feet; thence N 49°30'00" W 513.20 feet to the Point of Beginning.

Containing 0.622 acres or 27,078 square feet (GROSS), 0.301 acres or 13,104 square feet (NET). Subject to all easements and restrictions of records, if any.

Donna Dettling

From: Allison Bishop
Sent: Monday, January 14, 2008 10:52 AM
To: Donna Dettling
Subject: FW:

Donna,
Your memo to Council says 5600 sf of property will be sold. I just wanted to make sure that the sf # is changed (6104) or noted if there is action tonight.

Also, did you respond to Joe about tonight's meeting?

Thanks.
Allison

From: Joseph A. Schulz [mailto:schulzdevelopment@sbcglobal.net]
Sent: Sunday, January 13, 2008 10:55 AM
To: Donna Dettling; Allison Bishop
Subject:

Donna and Allison,

The attached are revised surveys for the property to be purchased. I have also included the square footage to be purchased as prepared by Nederveld. The total square footage is 6,104. Is the council going to discuss/approve the Purchase Agreement at tomorrow night's meeting? I just wanted to know so I can attend the meeting. If you could let me know I would appreciate it.

Thank you.

JOSEPH A. SCHULZ
PRESIDENT
SCHULZ DEVELOPMENT & CONSULTING, LLC.
150 S. FIFTH AVE., SUITE 203
ANN ARBOR, MI 48104
T-(734) 213-0552
F-(734) 213-0553
CELL-(734) 223-9215

1/14/2008

